



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

Vacant

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

**Council Meeting
Agenda
November 8, 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

MONDAY, NOVEMBER 8, 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

Vacant, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney
Jeremy T. Berry, City Attorney

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

- 1 Adoption of the Minutes September 13, 2021
- 2 Adoption of the Minutes September 28, 2021

CEREMONIAL

- 3 Proclamation - Retired Teachers
- 4 Proclamation - Hospice and Palliative Care Month
- 5 Proclamation - National Trichology Training Institute

PUBLIC COMMENTS

PRESENTATION**6 FINANCIAL PRESENTATION POLICE SERVICES****OLD BUSINESS****PUBLIC HEARING****7**

1. Rezoning Case #RZ-2021-01 Council Consideration to approve proposed Davidson Parkway Commerce Center - - Rezoning Request by East Group Properties, L.P., the Applicant to rezone certain property from 'C-3' (Heavy Commercial) to 'M-1' (Light Manufacturing) to allow for the development of business distribution center within five new buildings. The property is located in Land Lot 57 of the 12th District within the Stockbridge city limits. It contains three (3) parcels with 79.17 +/- acres as follows

- Parcel #030-01009000 -- Contains 73.88 acres. Located to the rear of the southwest corner of Davidson Parkway and Walter Way.
- Parcel #030-01009006 -- Contains 1.66 acres. Located on the south side of Davidson Parkway, one lot west of Walter Way.
- Parcel #030-01009005 -- Contains 3.63 acres. Located on the west side of Walter Way, two lots south of Davidson Parkway.

2. COMPREHENSIVE PLAN AMENDMENT CASE #CP-2021-01--The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Comprehensive Plan Amendment Request by EastGroup Properties, L.P., the Applicant, to change the future land use designation of certain property from 'Low-Density Vertical Mixed-Use' to 'Light Industrial' to allow for the development of a business distribution center within five new buildings. The property is located in Land Lot 57 of District 12 within the Stockbridge City Limits. It contains three parcels with 79.17 +/- total acres, as follows:

Parcel #030-01009000 -- Contains 73.88 acres. Located to the rear of the southwest corner of Davidson Parkway and Walter Way.

- Parcel #030-01009006 -- Contains 1.66 acres. Located on the south side of Davidson Parkway, one lot west of Walter Way.
- Parcel #030-01009005 -- Contains 3.63 acres. Located on the west side of Walter Way, two lots south of Davidson Parkway.

8 BUDGET HEARING - PROPOSED FY2022 OPERATING BUDGET - FIRST READING - Presented by: John Wiggins

NEW BUSINESS

- 9 CONTRACT RENEWAL INVITATION TO BID (ITB) NUMBER 16RFP101216-
DRR – AMERICAN TANK MAINTENANCE, LLC – FULL-SERVICE TANK
MAINTENANCE PROGRAM - Presented by: Lindell Miller, Decius Aaron
- 10 REQUEST FOR PROPOSAL (RFP) NUMBER: 201608-05, ENGINEERING
SERVICES FALCON DESIGN CONSULTANT, INC - Presented by: Lindell
Miller, Decius Aaron
- 11 REQUEST FOR PROPOSAL (RFP) NO. 18RFP021918-CSI, ENGINEERING
SERVICES, SCADA SYSTEM IMPROVEMENTS- CARTER & SLOOPE, INC -
Presented by: Lindell Miller, Decius Aaron
- 12 INVITATION TO BID (ITB) NUMBER 2021-0009, BURKE STREET SEWER
REHABILITATION - RDJE, INC. - Presented by: Lindell Miller, Decius Aaron
- 13 REQUEST FOR PROPOSAL NUMBER (RFP) 18RFP111918-DRR-
COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER
(KECK & WOOD, INC) - Presented by: Lindell Miller, John Wiggins
- 14 REQUEST FOR PROPOSAL (RFP) NO. 17RFP112017-DRR INFORMATION
TECHNOLOGY SUPPORTIVE SERVICES-INTERDEV TECHNOLOGY, LLC -
Presented by: Lindell Miller, John Wiggins
- 15 COUNCIL CONSIDERATION TO APPROVE POLICE DEPARTMENT JOB
DESCRIPTIONS, ORGANIZATIONAL CHART AND PAY & CLASSIFICATION
- Presented by: Frank Trammer
- 16 COUNCIL CONSIDERATION TO APPROVE PURCHASE OF POLICE
DEPARTMENT VEHICLES - Presented by: Frank Trammer
- 17 HEALTH AND WELLNESS AGREEMENT - Presented by: Renee Wheeler
- 18 SISTER CITY RELATIONSHIP WIT THE AFIGYA KWABRE SOUTH DISTRICT OF GHANA

- Presented by: Alan Peterson
- 19 COUNCIL CONSIDERATION TO FILL A VACANCY AND APPOINT A
MEMBER TO THE PLANNING COMMISSION - Presented by: Brecca Johnson

MAYOR'S COMMENTS (Mayor Anthony Ford)**ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS****EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)****ADJOURNMENT**



**COUNCIL MEETING
SUMMARY MINUTES**

MONDAY, SEPTEMBER 13, 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 Mayor Pro Tem Alexander.

Pledge of Allegiance was recited all in unison.

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

Mayor Pro Tem Alexander motioned to amend the agenda add under Old Business - Stockbridge Precinct Maps: Second by Councilman Thomas. The motion passed 5-0.

Councilwoman Barber motioned to amend the agenda to add a contract to manage the amphitheater. The motion failed for lack of a second.

Mayor Pro Tem Alexander motioned to add item for Council Consideration to approve Stockbridge Precinct Maps: Second by Councilman Blount. The motion passed 5-0.

Mayor Pro Tem Alexander motioned for the adoption of the Minutes for the following meetings: Second by Councilman Thomas. The motion passed 5-0.

1. 7/6/21
2. 7/12/21
3. 7/27/21

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.

1. Ms. Bernice Peters submitted comments in favor of a Stockbridge Police Department.
2. Neroc Ozzardand submitted comments in favor of a Stockbridge Police Department.
3. Former Councilwoman Neat Robinson appealed to the Mayor & Council to place her name on the Amphitheater plaque.
4. Sunny Randazzo submitted comments suggesting noise mitigation at the Amphitheater, and noise issues dating back to 2019 with Food Truck Tuesdays; does not favor a city tax; referenced the cost of the Amphitheater; referenced Amphitheater parking, traffic and COVID concerns relating to the upcoming concert.

CEREMONIAL

Mayor Ford read the Pastor's Appreciation Celebration Letter for Pastor Belinda McCastle of Red Oak United Methodist Church.

OLD BUSINESS

5. Council Consideration to approve the Stockbridge City Municipal Map for the November 2, 2021, Election. Precinct 1 = The Merle Manders Conference Center - Precinct 2 = Stockbridge First United Methodist Church - Precinct 3 = Red Oak United Methodist Church.

Presented by Brecca Johnson, Community Development Director
Ms. Johnson presented the proposed City of Stockbridge Election Day the precinct map noting lines have been drawn based on the 2020 Census numbers and the addition of two Election Day precincts: Red Oak United Methodist Church and Stockbridge First United Methodist Church, along with the original voting precinct, the Merle Manders Conference Center.

Mayor Pro Tem Alexander expressed the importance of being able to vote, noting the significant history with the City of Stockbridge having multiple locations to vote on Election Day and believed it was voters' suppression with just one voting location.

Councilwoman Gantt inquired about the budget and cost to add the additional precincts.

Henry County Elections Director Ameika Pitts noted the projected cost would be \$21,993 without getting new machines.

Councilwoman Gantt thanked Ms. Pitts noting the cost came in under the city's budgeted amount, and she is okay with it.

Mayor Pro Tem Alexander requested City Clerk; Vanessa Holiday explain to voters the City's voting locations.

Mrs. Holiday noted there will be three precincts for City of Stockbridge voters to cast their votes on election day. Precinct 1 will vote at the

Merle Manders Conference Center, Precinct 2 will vote at the Stockbridge First United Methodist Church and Precinct 3 will vote at the Red Oak United Methodist Church on Election Day; and further noted either of these locations are also your County election polling place, you will also be able to vote on the TSPLOST Referendum. However, if you choose to vote on Election Day and these are not your polling locations, you will vote at one of the (3) three polling precincts for the Mayor & Council members and will need to vote at the county polling location to vote for TSPLOST; and asked everyone to please check you polling location at myvoterpage.ga.gov.

Mayor Pro Tem Alexander motioned to approve the Stockbridge City Municipal Map for the November 2, 2021, Election. Precinct 1 = The Merle Manders Conference Center - Precinct 2 = Stockbridge First United Methodist Church - Precinct 3 = Red Oak United Methodist Church: Second by Councilwoman Barber. The motion passed 5-0.

NEW BUSINESS

4. Council Consideration to approve Task Order 28.1 with Carter & Sloope- Pine View Lift Station Rehabilitation and Waterway Force Main in the amount of \$48,100.00.

Presented by Decius Aaron, Public Works Director and Brad Holtsinger, Wastewater Superintendent

Mr. Holtsinger noted the Lift Station is in the newly developed community Pine View and prior to serving Pine View it served Pine Grove and noted the Lift Station is over 20 years old and in need of improvement.

Mr. Aaron noted this project will be reimbursable through ARPA funds.

Mayor Pro Tem Alexander asked if staff considered looking at a larger size due to the growth of the community.

Mr. Holtsinger confirmed staff is looking forward taking growth into consideration.

Councilwoman Barber motioned to approve Task Order 28.1 with Carter & Sloope- Pine View Lift Station Rehabilitation and Waterway Force Main in the amount of \$48,100.00: Second by Councilwoman Gantt. The motion passed 5-0.

6. Council Consideration to modify the Development Agreement for the 438 East Atlanta Road Condominium Community.
Presented by Brecca Johnson, Community Development Director
Ms. Johnson noted on May 25, 2021, a request was heard for the 438 East Atlanta Rd. Development Agreement to modify a property that was originally rezoned to RM3 in 2003; noted the developers want to update the development agreement to build out 202 condominiums. Ms. Johnson noted the applicant originally included in the development

agreement the following amenities: clubhouse, junior-sized Olympic pool, 2 playgrounds, a child's wading pool, park, walking trail and tennis courts. Ms. Johnson noted the applicant will not be able to add the tennis courts due to the fact the amenities are already laid out on the property, and noted staff has no objection.

Michele Battle, attorney for the applicant, noted included at the May 10th meeting, there were questions about the proposed conditions and was asked to come back to the May 25th meeting after meeting with the City Attorney and staff to make sure the conditions were correct. Ms. Battle noted the conditions submitted for the May 10th meeting did not include the tennis courts which was added subsequently in between meetings by staff; however, it was shown on the site plan as a condition; noted tennis courts are expensive and the HOA would have to maintain the resurfacing of the courts; and requested the approved sites plan be upheld and the additional conditions of the tennis courts be removed.

Mayor Pro Tem Alexander noted Council discussed being consistent with adding tennis courts throughout the community, raising the standards in new developments.

Ms. Battle noted the Brannan Road development does not have tennis courts and referenced Code Section 12.02.0310 noting the Multi-family option.

Councilwoman Gantt inquired who made the recommendation for tennis courts.

Ms. Johnson noted the requirements are in the codes for RM-2 and RM-3 with higher density such as condos and townhomes; and they were added back for the applicant to review and respond back with any changes.

Ms. Battle noted she had not seen the email from Ms. Johnson referencing the addition of tennis courts, and referenced the approved site plans.

Councilman Thomas noted staff needs to know what the code says and abide by the codes and to get it right.

City Attorney Washington noted to move the conversation along outside of the meeting whether council wants tennis courts or not.

Councilwoman Gantt noted she needed clarity on the language in the code on choosing amenities and inquired how is it determined how many to choose from and what is the minimum and maximum amount.

Ms. Johnson noted according to section 12.02.0369-Multifamily Residential Districts are divided into three (3) categories: apartments

(RM-1), fee simple town homes (RM-2) and condominiums (RM-3). Ms. Johnson read Section 12.02.0312 Multiple Family Residence District—Condominiums—RM-3- H-Amenities of the codes “Amenities. Where a development developed under these standards includes any combination of RM-1, RM-2 or RM-3 districts, the amenity package required can be consolidated. The city shall determine the required amenity package at the time of zoning.1. Required Amenities. Except as otherwise provided for herein, all developments under this section shall feature a clubhouse consisting of a minimum of one thousand three hundred (1,300) square feet, a junior-size Olympic pool, and a children's play area. If subject to the requirements in subsection K. Increased Density Provisions below, additional amenities shall be required. The developer of the property shall satisfy this requirement prior to the completion of fifty (50) percent of the development. When additional amenities are required, the developer of the property shall select from the following list of the additional required amenities or such other amenities of equal or greater value as the city council may approve a. A wading pool for children, in addition to the adult sized pool, consisting of a minimum of two hundred (200) square feet. b. Tennis courts—one lighted and enclosed facility featuring a minimum of two (2) playing courts. c. Walking trails—at least two thousand (2,000) feet in length, three (3) feet in width; multi-use paths can constitute walking trails so long as they are appropriately demarcated to designate that at least four (4) feet of the width of the path is solely for pedestrian use. d. A central park or pocket park; unless approved by City Council, only one (1) of either type of park may be counted towards satisfaction of the amenity requirement. e. A baseball field—(reg.) regulation size. f. A baseball field—(LL) little league size. g. A softball field—regulation size (adult). h. A soccer field—regulation size. i. A multi-use field—football and soccer. j. A multi-use field—football and baseball. k. A football field—regulation size. l. A lake—with fishing dock and boat access.

Ms. Battle noted the wading pools, walking trails and pocket parks were selected as amenities to be added to the development.

Mayor Ford noted the 1st paragraph should state the minimum amount.

Councilman Blount motioned to approve the modification of the Development Agreement for the 438 East Atlanta Road Condominium Community excluding tennis courts: Second by Councilwoman Gantt. The motion passed 3-2 (Alexander/Thomas Opposed).

7. Council Consideration to approve the updated Youth Council By-Laws. Presented by Ericka Harvey, Youth Council Advisory Chair
Ms. Harvey noted this is for the approval of the updated Youth Council and Youth Council Advisory Committee By-laws noting changes were made to clearly document policy procedures and to strengthen the program, and to provide attendance policies and expectations to all members.

Councilwoman Gantt motioned to approve the updated Youth Council By-Laws: Second by Councilman Blount. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford noted the City would respond publicly with clarification to some of the public comments made that were inaccurate; noted the City participated in an outstanding ceremony at City Hall commemorating the 20th anniversary of the 9/11 attack on our country that we will *Never Forget*, noted 2,977 individuals were killed, 19 were hijackers that committed murder and suicide, 6000+ individuals were injured and that number continues to grow, 265 people were killed on the four planes combined, roughly 2606 individuals were killed at the World Trade Center with the two towers falling, 125 military and civilians were killed at the Pentagon, noted while the terrorist attack happened on U.S. soil, over 90 countries were affected in some way by this tragedy; referenced the heroes of New York City and across the nation, and those who crashed in the field in Pennsylvania, and the heroes of New York's finest, police, fire, EMT, paramedics who tried to save lives; noted the City of Stockbridge will continue to host a 9/11 ceremony in remembrance of those who lost their lives and continue to suffer; noted COVID and the Delta Variant are still with us citing Piedmont Henry reported 151 COVID-19 patients with 82 patients in ICU and 20 patients on ventilators and 95% of the ICU patients are unvaccinated; noted the oxygen supply has stabilized, and encouraged everyone to get vaccinated; noted there were 2,118 new cases of COVID over the last weeks; noted vaccinations are key to getting this virus under control; noted drug stores in the Henry County area; noted you can also contact the Department of Health at 888-847-4262 to get tested at Red Hawk Field at 143 Henry Parkway in McDonough from 9am - 3pm every day of the week; not going to get rid of the virus until we get vaccinated; noted Pfizer is administering vaccinations to individuals age 12 and older and the Moderna and Johnson & Johnson vaccinations are being administered to individuals age 18 and older; noted we are awaiting FDA approval for vaccinations for children under age 12 who are vulnerable; encouraged everyone to be careful, continue to wash your hands, wear a mask and use hand sanitizer to prevent the spread of the virus; noted there will be an election in Henry County on Tuesday, November 2nd with the TSPLOST Referendum on the ballot which could bring an estimated \$245 - \$250 million dollars to the county for transportation improvements such as the widening of Rock Quarry Rd. from Eagles Landing Parkway to Hwy. 138/N. Henry Blvd., curb & gutter improvements, and other projects along Davidson Pkwy., Country Club Dr., Love Street, Burke Street and Walt Stephens Rd., noting these projects need a yes vote of the TSPLOST to move forward.

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.

- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Sep 21)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Sep 21)

- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Sep 23)
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each (Sep 28)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Oct 8)
- City Council Meeting at 6:00 p.m. Via Zoom 2nd Monday of each month (Oct 11)
- Youth Council Meeting, 5:30 p.m. Via Zoom - 2nd Wednesday of each month (Oct 13)

CITY EVENT/INITIATIVES

Please join Councilwoman Barber at the Merle Manders Conference Center for FREE Zumba (Fitness in the Park) this Saturday and every Saturday through September 25th at 8 a.m. at Clark Park 111 Davis Rd.

Here's your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, September 20, 2021, from 10 a.m. to noon. Call City Hall to schedule an appointment. 770-389-7900.

Stockbridge Amphitheater Grand Opening featuring Award-Winning Musical Giants Gladys Knight and Patti Labelle, Saturday, September 25th at 7:00 p.m.

ADJOURN

Councilman Blount motioned to end the meeting; Second by Councilwoman Gantt. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, MMC City Clerk

Anthony S. Ford, Mayor



WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, SEPTEMBER 28, 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/ Lord's Prayer 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.

Mayor Pro Tem Alexander motioned to amend the Agenda to remove Item #3: Second by Councilwoman Barber. The motion passed 5-0.

Review of the Minutes for the following meetings:

1. 8/9/21
2. 8/31/21 No Action

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

NEW BUSINESS

3. Council Consideration to approve Request for Proposal (RFP) Number 2019-00032P - Facility Security Equipment, Systems, and Services with related equipment and supplies. The Procurement Division is requesting approval to increase the contract amount for Johnson Controls, Security Solutions, LLC (Tyco Integrated Security, LLC) in the amount of \$

496,332.06 for installation cost, plus \$7,995.88 for service cost and monitoring cost for a total amount of \$504,327.94,
Presented by Lindell Miller - Procurement Manager and Decius Aaron - Public Works Director
Item Removed

4. Council Consideration to approve Invitation to Bid (ITB) 2021-0007, Mays Crossing Lift Station and Force Main Rehabilitation. The Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, Allsouth Constructors, Inc, in the total amount of \$620,660.75.

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

Ms. Miller noted this is a request for approval to award a fixed contract to the lowest responsible bidder Allsouth Constructors, inc. to complete work for the Mays Crossing Lift Station and Force Main Rehabilitation and will consist of the furnishing of labor equipment and materials necessary; noting four (4) responses were received and the notice of award was posted on the City's website and the State of Georgia's website.

Mr. Aaron noted the funding source would be ARPA (American Rescue Plan Act) funds.

Councilwoman Barber motioned to approve Invitation to Bid (ITB) 2021-0007, Mays Crossing Lift Station and Force Main Rehabilitation and award a fixed contract to the lowest responsive, responsible bidder, Allsouth Constructors, Inc, in the total amount of \$620,660.75: Second by Councilwoman Gantt. The motion passed 5-0.

5. Council Consideration to award Request for Proposal (RFP) Number 2021-0004. The Public Works Department is requesting Council approval for the award of Request For Proposal (RFP) Number 2021-0004, Landscape Maintenance Services for the City of Stockbridge, to Yellowstone Landscape – Southeast, LLC, for general groundskeeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations when necessary, repairs to vandalism, irrigation systems and replacement of plant materials for an estimated annual amount of \$ 250,000.00.

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

Ms. Miller noted the request was solicited for landscaping maintenance in which the city received two (2) responses from High Grove, LLC. And Yellowstone Landscape – Southeast, LLC; noted the Evaluation Committee met on August 5th with also having two negotiation meetings with the vendor with the recommendation of awarding the contract to Yellowstone Landscape – Southeast, LLC.

Councilwoman Barber noted her concern is not seeing the contract language with the City's contract.

Councilwoman Barber inquired about the areas that would be covered.

Mr. Aaron noted it would cover: City Hall, Municipal Court, Amphitheater, new Public Works building, Municipal Park, Merle Manders Conference Center, Ted Strickland Conference Center, Downtown Streetscape, East Atlanta rd. Streetscape, Historic markers at Floyd Chapel and the Green Front Café, banner stations at Wal-Mart at North Henry Blvd and Rock Quarry.

Councilwoman Barber inquired if staff would maintain the right- a-ways or will it be covered with the contract.

Mr. Aaron noted staff will maintain the right-a-ways.

Councilwoman Barber inquired of the overpass near Hwy 138 would be included.

Mr. Aaron noted the areas previously maintained by High Grove will be maintained with the new contract; a second contractor CGL will maintain the Hwy. 138 corridor.

Mayor Pro Tem Alexander inquired on the beautification bid for Campground Rd.

Mr. Aaron noted there were no bids received for the Beautification Solicitation, and staff would reach out to Yellowstone Landscape to see if that location can be included in the scope of work.

Mayor Pro Tem Alexander inquired what about the services to be performed by Yellowstone.

Mr. Rod Mangham, representative for Yellowstone Landscape noted it would include weekly maintenance during the growing season and bi-weekly maintenance in the off season, weekly mowing, 2 applications of pine straw, 2 rotations of flowers, aeration, pruning, weekly edging and turf weed control.

Mayor Pro Tem Alexander noted he thought there would be quarterly pine straw and mulch coverage to keep looking fresh and the right a-way by Stockbridge Elementary School.

Mr. Mangham confirmed Yellowstone will maintain the right-of-way in front of Stockbridge Elementary School.

Mayor Pro Tem Alexander requested to have that are included in the contract.

Councilman Thomas noted Public Works should be held accountable and responsible for keeping those areas beautiful.

Mr. Aaron noted the areas are maintained monthly by Public Works staff.

There was a consensus to increase the service from monthly to bi-weekly or and as needed in the growing season.

Councilman Blount inquired if there would be beautification of flowers throughout the year with the pruning of crape myrtles, pressure washing before the winter months and will it include the beautification on Lee St.

Mr. Aaron noted it will not include Lee Street and that City Hall and the roof of City Hall was recently pressure washed.

Mayor Pro Tem Alexander motioned to approve award Request for Proposal (RFP) Number 2021-0004. The Public Works Department is requesting Council approval for the award of Request For Proposal (RFP) Number 2021-0004, Landscape Maintenance Services for the City of Stockbridge, to Yellowstone Landscape – Southeast, LLC, for general groundskeeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations when necessary, repairs to vandalism, irrigation systems and replacement of plant materials for an estimated annual amount of \$ 250,000.00: Second by Councilwoman Gantt. The motion passed 4-0-1 (Barber Abstained - citing the City's contract with standard contract language was not included, neither is the written language of what Mr. Mangham of Yellowstone has agreed to).

6. Council consideration to increase Purchase Order No. 38150 for Cedarchem from \$30,000.00 to \$35,000.00 for the purchase of Phosphorus CC2050. This will allow Staff to increase the Purchase Order by \$5,000.00. The funding source is from the Sewer Department Budgeted Funds. Presented by Decius Aaron - Public Works Director and Brad Holtsinger- Wastewater Superintendent

Mr. Aaron noted a couple years ago the EPD required the city to monitor for phosphorus, in which staff will use a chemical that would remove the phosphorus before entering streams. Mr. Aaron noted more citizens are at home due to the pandemic and are using PAC (Poly-Aluminum Chloride) to remove phosphorus.

Councilman Blount motioned to approve increase Purchase Order No. 38150 for Cedarchem from \$30,000.00 to \$35,000.00 for the purchase of Phosphorus CC2050: Second by Councilwoman Blount. The motion passed 5-0.

Mayor Pro Tem Alexander made a request to add Council Comments to allow Councilmembers to speak on the Grand Opening weekend event at the Amphitheater.

Councilman Blount spoke in opposition of adding Council Comments to the Agenda.

COMMENTS FROM THE MAYOR

Mayor Ford noted the TSPLOST Referendum on November 2nd is extremely important and will be very helpful to Henry County and City of Stockbridge citizens and encourage everyone to vote yes; noted voting yes on the TSPLOST Referendum would bring an estimated \$245 - \$250 million dollars to the County with the City of Stockbridge receiving an estimated \$30.5 million over a 5-year period for road improvements and transportation projects to include Rock Quarry Road widening, Hudson Bridge and Eagles Landing Pkwy. resurfacing, curb & gutter, and sidewalk resurfacing projects on Wilson Avenue, Nolan Street, Childs Street, Wilson Street, Welch Street, Jennings Way, Second Street, First Street, Tye Street, Church Street and Carrie Mae Lane, Davidson Parkway, Old Atlanta Road, Davis Road, Shields Road, M L King, Sr. Heritage Trail, Burke Street, Walt Stephens, Love Street, Country Club Drive, Reeves Creek Trail Extension and Brush Creek; those are some of the projects and we need you to vote yes on the TSPLOST Referendum, otherwise, those projects will need to be funded in other ways and will take longer to complete; noted we are still in a pandemic and asked everyone to wear a mask and encouraged everyone to get vaccinated or tested; noted 47% of Georgians are fully vaccinated and 55% have had at least one shot; noted vaccinations are free and safe; noted Henry County has 27,866 confirmed COVID cases and unfortunately 395 deaths over the course of the last year and a half; noted free COVID testing is available at Red Hawk Field near the Henry County Administration Building on Henry Parkway Mon - Fri from 9am - 3pm, and you can contact the Department of Health at 800-847-4262 to make an appointment or contact the State of Georgia Department of Health at 888-457-0186; noted the FDA approved the Pfizer vaccine for ages 16+, and under the (EUA) Emergency Use Authority approved a vaccine for ages 12 -15 and the 3rd (Booster) to be administered for immune compromised individuals, and if you are eligible, to be please do so; noted the State-of-the-Art Amphitheater Grand Opening event was a huge success with several positive reviews featuring Patti LaBelle and Gladys Knight with a great time had by all, and looks forward to more events; announced the next Amphitheater event taking place on Saturday, October 23rd at 8pm with tickets going on sale at noon on 9/29 featuring Freddie Jackson and Chaka Khan; great reviews of the first event and wants to continue with the momentum and have more great things to come for the city.

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 Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Oct 8)
- City Council Meeting at 6:00 p.m. Via Zoom 2nd Monday of each month (Oct 11)
- Youth Council Meeting, 5:30 p.m. Via Zoom - 2nd Wednesday of each month (Oct 13)

- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Oct 19)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Oct 19)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Oct 28)
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each (Oct 26)

Councilwoman Barber announced the Free Zumba Event would continue Saturdays at 8am at Clark Park.

Councilman Blount motioned to adjourn: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, MMC City Clerk

Anthony S. Ford, Mayor



Rezoning Application

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

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

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

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

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

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

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



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



PLEASE COMPLETE THIS FORM WHEN ACCEPTING ALL REZONING APPLICATIONS. ATTACH

THE CHECKLIST TO THE APPLICATION AND SIGN.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

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



MICHÈLE L. BATTLE, ESQ.
President

July 1, 2021

VIA HAND-DELIVERY

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

Re: Applicant - EastGroup Properties, L.P.
Property: Southwest Corner of Davidson Parkway and Walter Way. Tax Parcels #'s: 030-01009000 and 030-01009006

Dear Linda:

On behalf of our client, EastGroup Properties, L.P., we are hereby submitting to the City of Stockbridge the following enclosed applications in connection with the proposed development of the Property referenced about for the development of a business office park:

1. Rezoning Application from C-3 to M1,
2. Comprehensive Plan Amendment from Low-Density Vertical Mixed Use to Light Industrial, and
3. Request for Development of Regional Impact review.

The proposed development will provide for the following:

SITE DATA:

APPROX. GROSS AREA: 75.54 AC (GREEN AREA)
APPROX. NET AREA: 59.26 AC (RED OUTLINE)

PHASE I –
BUSINESS DISTRIBUTION: 433,950 SF
TOTAL PARKING: 438 PARKING SPACES

PHASE II -
BUSINESS DISTRIBUTION: 238,960 SF
TOTAL PARKING: 267 PARKING SPACES

Please feel free to contact me or my law clerk, Joshua Mahoney, if you should have any questions regarding the enclosed.

Sincerely,

Michèle L. Battle



Meeting attendees: John Coleman of East Group Properties;
 Michele Battle and Josh Mahoney of Battle Law;
 Wesley Reed of Eberly & Associates, Inc.;
 Linda Logan, Melinda Davies, and Gordon Linton of City of Stockbridge
 Planning and Zoning Division)

PRE-APPLICATION FORM

DATE July 1, 2021



APPLICANT: East Group Properties

TYPE OF APPLICATION: Rezoning

PROPERTY ADDRESS: N/A See "Parcel I.D." for two parcels

DIST: 12 LAND LOT(S): 57 PARCEL I.D.: 030-01009000 and 030-01009006

MAP NUMBER: N/A CURRENT ZONING: C-3 PROPOSED ZONING: M-1

Applicant has also applied for a DRI Review. DRI Number: 3309

FUTURE LAND USE MAP DESIGNATION:

Low-Density Vertical Mixed-Use. Applicant is also seeking a Comprehensive Plan Amendment. Proposed future land use designation: Light Industrial

① Comprehensive Plan Amendment - A separate Letter of Request will be submitted with the Rezoning application.

② DRI Request Letter - A separate Letter of Request will be submitted for the DRI Review with the Rezoning application.

③ Recombination Plat Application - This will be submitted if and after the rezoning is approved by City Council.

④ Zoning Modification Application - The City will determine whether the applicant also needs to submit this application.

⑤ Site Access - This will be reviewed by the City's Fire Marshal.

ADJACENT PROPERTIES ZONING:

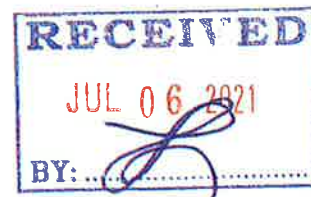
NORTH: N/A SOUTH: N/A EAST: C-2 + RM-2 WEST: N/A (I-675)
 (Clayton County) (Henry County) SOUTHEAST: M-1

Linda M. Logan
 LINDA M. LOGAN
 Senior Planner
 City of Stockbridge

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

[Handwritten signature]

Signature



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

- 4 -



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



Name of Applicant East Group Properties, L.P. Phone: 404-301-2670 Date: 3/39/2021
 Address Applicant: 3495 Piedmont Rd, Building 11, Suite 350 Fax _____ Pager/Cell # _____
 City: Atlanta State: GA Zip: 30305 E-mail: John.Coleman@eastgroup.net
 Name of Agent Michele L. Battle c/o Battle Law, P.C. Phone: 404-601-7616 Date: 3/29/2021
 Address Agent: One West Court Sq. Suite 750 Fax 404-745-0045 Pager/Cell # _____
 City: Decatur State: GA Zip: 30030 E-mail: mlb@battlawpc.com

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

Request from C-3 to _____
(Current Zoning)
M-1
(Requested Zoning)

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

For the Purpose of Office/Distribution Park
(Type of Development)

Address of Property: Davidson Parkway Nearest Intersection to the property: Walter Way
(Street Address)

Size of Tract: 75.44 acre(s), Land Lot Number(s): 39, 40, 57, 58 District(s): 12th

Gross Density: N/A units per acre Net Density: N/A units per acre

Property Tax Parcel Number: 030 - 010 - 090 - 06 & 00 (Required)

John Retliff
 Witness Signature

John Coleman
 By: Signature of Applicant/s

Cristin Branyon
 Printed Name of Witness

John Coleman
 Printed Name of Applicant/s

Cristin Branyon
 Notary



NOTARY STAMP:
 (For Office Use Only)

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

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

Pre-application meeting: _____ Date: _____

Recommendation of Planning Commission: _____

City Council Decision: _____

Community Development Director's Signature: _____ Date: _____



Applicant Campaign Disclosure Form



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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 29th day of March, 2021

East Group Properties, LP

Applicant's Name - Printed

Signature of Applicant/Property Owner/Agent

Michele L. Battle

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 30th day of March, 2021.

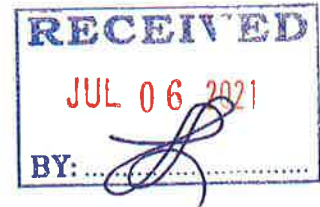


Notary Public

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

LETTER OF OWNERSHIP

March 30, 2021



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

Re: Rezoning Application - Southwest Corner of Davidson Parkway and Walter Way
Tax Parcel #s 030-01009000 and 030-01009006

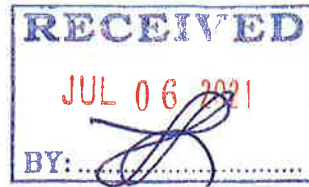
I, Michael Kilgallon, as the Manager for Pacific Land, LLC, the general partner of GDCI GA 6, L.P. (the "Owner"), the owner of Tax Parcels 030-01009000 and 030-01009006, am hereby authorizing EastGroup Properties, LLC to act on our behalf for all aspects of rezoning of the above-referenced property in conjunction with this application.

If you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

GDCI GA 6, L.P., a Georgia limited partnership
By: Pacific Land, LLC, Its General Partner

By: 
Michael Kilgallon, Its Manager



July 1, 2021

VIA HAND-DELIVERY

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

Re: Rezoning Application Letter of Intent - Southwest Corner of Davidson Parkway
and Walter Way Tax Parcel #s 030-01009000 and 030-01009006

Dear Linda,

I am representing EastGroup Properties, LP in connection with the requesting a land use amendment and rezoning of the property located at the Southwest Corner of Davidson Parkway and Walter Way, being Tax Parcel #s 030-01009000 and 030-01009006 for the development of a business park based upon the submitted site plan. The Applicant is seeking a Land Use Amendment from Low-Density Vertical Mixed-Use to Light Industrial and a rezoning from C-3 to M-1.

The proposed development will provide for the following:

SITE DATA:

APPROX. GROSS AREA: 75.54 AC
APPROX. NET AREA: 59.26 AC

PHASE I – BLDG 100-300
BUSINESS DISTRIBUTION: 469,700 SF
TOTAL PARKING: 463 PARKING SPACES

PHASE II – BLDG 400 & 500
BUSINESS DISTRIBUTION: 269,990 SF
TOTAL PARKING: 323 PARKING SPACES

Enclosed is some information regarding the proposed project, including prior projects developed by EastGroup Properties, LP.

The proposed project will bring to the City of Stockbridge quality businesses that will bring with them over 2,000 quality permanent jobs for the residents of Stockbridge, as well as other in the Metro Atlanta area. This is in addition to the temporary construction jobs that the project will also generate. The economic boost that

June 30, 2021

Page 2



this project will provide to the City of Stockbridge cannot be under emphasized as all the commercial business along the Highway 138 corridor near the site will benefit from the proposed project and significant increase in customers. This is extremely important as many businesses continue to recover from the COVID pandemic. Additionally, the proposed project will generate potential new residents for the City of Stockbridge who may choose to relocate to the City, which supports the current surge in residential development in the area.

Due to the size of the project, it is a Development of Regional Impact which requires it to go through the review process with the Atlanta Regional Commission and the Georgia Regional Transportation Authority. This process has already been commenced, and the Traffic Impact Study has been completed and is being submitted with this Application. While the project will have an some impact on traffic in the area, the traffic impact must be weighed against the positive economic impact the project will have on the City of Stockbridge.

Based upon the foregoing, the Applicant respectfully requests the approval of this Application. Please note that the Applicant's Notice of Constitutional Allegations and Preservation of Constitutional Rights is being submitted with this Application and are attached hereto as Exhibit "A" and by this reference incorporated herein.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Battle'.

Michèle L. Battle

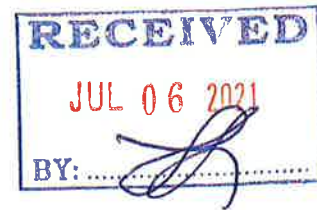


EXHIBIT "A"

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONSTITUTIONAL RIGHTS

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

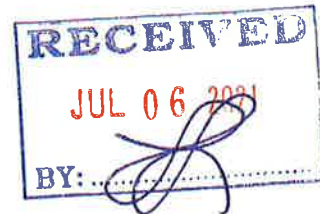
The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation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

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

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

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

June 30, 2021
Page 4



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

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



MICHÈLE L. BATTLE, ESQ.
President

July 1, 2021

VIA HAND-DELIVERY

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



Re: Comprehensive Plan Amendment Application – Southwest Corner of Davidson
Parkway and Walter Way. Tax Parcels #'s: 030-01009000 and 030-01009006

Dear Linda:

I am representing EastGroup Properties, LP in connection with the submission of a Rezoning Application pertaining to property located at the Southwest corner of Davidson Parkway and Walter Way, being Tax Parcel #'s 030-01009000 and 030-01009006 for the development of a business park based upon the submitted site plan. Simultaneously with the submission of its rezoning request from C-3 to M1, the Applicant is hereby requesting a Comprehensive Plan Amendment from Low-Density Vertical Mixed Use to Light Industrial.

The proposed development will provide for the following:

SITE DATA:

APPROX. GROSS AREA: 75.54 AC
APPROX. NET AREA: 59.26 AC

PHASE I – BLDG 100-300
BUSINESS DISTRIBUTION: 469,700 SF
TOTAL PARKING: 463 PARKING SPACES

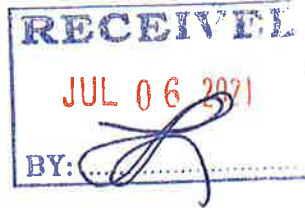
PHASE II – BLDG 400 & 500
BUSINESS DISTRIBUTION: 269,990 SF
TOTAL PARKING: 323 PARKING

Sincerely,

Michèle L. Battle

July 1, 2021

VIA HAND-DELIVERY



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

Re: Development of Regional Impact Application – Southwest Corner of Davidson
Parkway and Walter Way. Tax Parcels #'s: 030-01009000 and 030-01009006

Dear Linda:

I am representing EastGroup Properties, LP in connection with its request of a Rezoning Application pertaining to property located at the Southwest corner of Davidson Parkway and Walter Way, being Tax Parcel #'s 030-01009000 and 030-01009006 for the development of a business park based upon the submitted site plan. Due to the size of the project, it is a Development of Regional Impact, for which the DRI process has already been initiated by the City of Stockbridge and is currently in process.

The proposed development will provide for the following:

SITE DATA:

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APPROX. NET AREA: 59.26 AC

PHASE I – BLDG 100-300
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TOTAL PARKING: 463 PARKING SPACES

PHASE II – BLDG 400 & 500
BUSINESS DISTRIBUTION: 269,990 SF
TOTAL PARKING: 323 PARKING

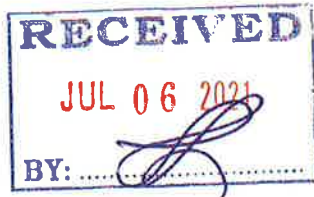
Sincerely,

A blue ink signature of Michèle L. Battle.

Michèle L. Battle

CITY OF STOCKBRIDGE

4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281
PHONE (770) 389-7900
FAX (770) 389-7912



May 27, 2021

Mr. Joshua S. Mahoney, Law Intern
Battle Law, P.C.
One West Court Square, Suite 750,
Decatur, GA 30030

RE: Davidson Parkway Commerce Center

Mr. Mahoney:

Water and Sewer services are available for the proposed Davidson Parkway Commerce Center.

Should you need additional information, please do not hesitate to contact me at (678) 373-6765.

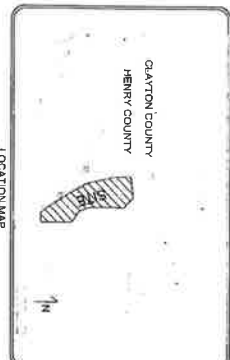
Sincerely,

A handwritten signature in blue ink that reads "Decius T. Aaron".

Decius T. Aaron
Public Works Director

Cc: Brad Holtsinger, Sewer Superintendent
Donnie Mullis, Water Superintendent

DTA:da

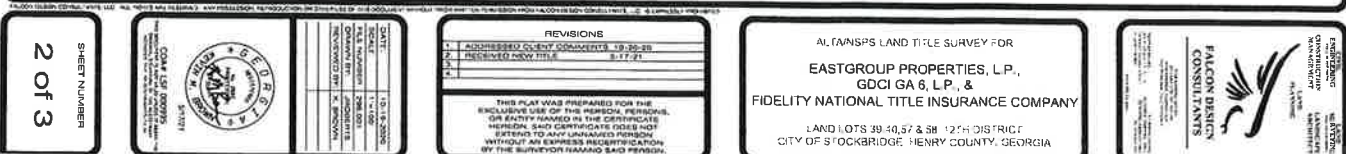


LOCATIONS

FUTURE 60° R/W

E.A.
DOHERTY & ASSOCIATES

100%
 100%
 100%



RECORD DESCRIPTION

Correspondence to: J. S. Hwang, School of Medicine, University of California, 1001 University Avenue, Suite 1600, San Francisco, CA 94143-0805 (e-mail: jshwang@ucsf.edu).

[illegible]

Purely 2

Now in color. **Issue 1** (7-1-2000) covers the 1999-2000 season. **Issue 2** (1-2001) covers the 2000-2001 season. **Issue 3** (7-2001) covers the 2001-2002 season. **Issue 4** (1-2002) covers the 2002-2003 season. **Issue 5** (7-2002) covers the 2002-2003 season. **Issue 6** (1-2003) covers the 2003-2004 season. **Issue 7** (7-2003) covers the 2003-2004 season. **Issue 8** (1-2004) covers the 2004-2005 season. **Issue 9** (7-2004) covers the 2004-2005 season. **Issue 10** (1-2005) covers the 2005-2006 season. **Issue 11** (7-2005) covers the 2005-2006 season. **Issue 12** (1-2006) covers the 2006-2007 season. **Issue 13** (7-2006) covers the 2006-2007 season. **Issue 14** (1-2007) covers the 2007-2008 season. **Issue 15** (7-2007) covers the 2007-2008 season. **Issue 16** (1-2008) covers the 2008-2009 season. **Issue 17** (7-2008) covers the 2008-2009 season. **Issue 18** (1-2009) covers the 2009-2010 season. **Issue 19** (7-2009) covers the 2009-2010 season. **Issue 20** (1-2010) covers the 2010-2011 season. **Issue 21** (7-2010) covers the 2010-2011 season. **Issue 22** (1-2011) covers the 2011-2012 season. **Issue 23** (7-2011) covers the 2011-2012 season. **Issue 24** (1-2012) covers the 2012-2013 season. **Issue 25** (7-2012) covers the 2012-2013 season. **Issue 26** (1-2013) covers the 2013-2014 season. **Issue 27** (7-2013) covers the 2013-2014 season. **Issue 28** (1-2014) covers the 2014-2015 season. **Issue 29** (7-2014) covers the 2014-2015 season. **Issue 30** (1-2015) covers the 2015-2016 season. **Issue 31** (7-2015) covers the 2015-2016 season. **Issue 32** (1-2016) covers the 2016-2017 season. **Issue 33** (7-2016) covers the 2016-2017 season. **Issue 34** (1-2017) covers the 2017-2018 season. **Issue 35** (7-2017) covers the 2017-2018 season. **Issue 36** (1-2018) covers the 2018-2019 season. **Issue 37** (7-2018) covers the 2018-2019 season. **Issue 38** (1-2019) covers the 2019-2020 season. **Issue 39** (7-2019) covers the 2019-2020 season. **Issue 40** (1-2020) covers the 2020-2021 season. **Issue 41** (7-2020) covers the 2020-2021 season. **Issue 42** (1-2021) covers the 2021-2022 season. **Issue 43** (7-2021) covers the 2021-2022 season. **Issue 44** (1-2022) covers the 2022-2023 season. **Issue 45** (7-2022) covers the 2022-2023 season. **Issue 46** (1-2023) covers the 2023-2024 season. **Issue 47** (7-2023) covers the 2023-2024 season. **Issue 48** (1-2024) covers the 2024-2025 season. **Issue 49** (7-2024) covers the 2024-2025 season. **Issue 50** (1-2025) covers the 2025-2026 season. **Issue 51** (7-2025) covers the 2025-2026 season. **Issue 52** (1-2026) covers the 2026-2027 season. **Issue 53** (7-2026) covers the 2026-2027 season. **Issue 54** (1-2027) covers the 2027-2028 season. **Issue 55** (7-2027) covers the 2027-2028 season. **Issue 56** (1-2028) covers the 2028-2029 season. **Issue 57** (7-2028) covers the 2028-2029 season. **Issue 58** (1-2029) covers the 2029-2030 season. **Issue 59** (7-2029) covers 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Parcel 2	RECORD DESCRIPTION

On the contrary, it is not clear that the "Cognitive Bias Modification" (CBM) approach is a promising one. In a recent review of the literature, Clark and West (2006) conclude that "CBM is not a promising approach to the treatment of anxiety disorders" (p. 100). They note that "CBM is not a promising approach to the treatment of anxiety disorders" (p. 100). They note that "CBM is not a promising approach to the treatment of anxiety disorders" (p. 100).

RECORD DESCRIPTION

Downloaded by [University of Cambridge] at 08:33 12 May 2015

SURVEY DESCRIPTION

[illegible]

EASTGROUP

P R O P E R T I E S



STOCKBRIDGE DEVELOPMENT





BUILDING DESIGN AND USE

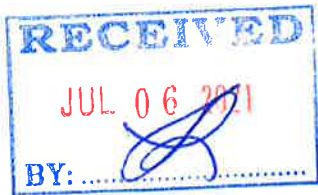
- Office and warehouse business park
- The average tenant size in our national portfolio is 30,000 SF
- Office areas will range from 10% to 80% of the space
- All buildings are built spec so we won't know the exact use until completion
- Buildings are designed with multiple entries for flexibility, allowing us to target smaller tenants
- The front elevations are single story, high quality office buildings with service courts in the rear
- These elevations will have glass across the front for the office and showroom areas
- Service courts are screened
- Lowest traffic generation compared to other uses



COMMUNITY IMPACT



- **EastGroup is a long-term owner and will not sell the buildings**
- **The business park will feature quality architectural design with uniform signage and enhanced landscaping**
- **Our business parks support the local economy and labor force by sustaining approximately 2000 jobs through construction, operation and maintenance**
- **Companies that typically serve the local metropolitan see growth**
- **Spaces will include office areas/showroom along the front of the buildings**
- **Traffic to the park is not all at peak hours which minimizes local congestion**
- **Our business parks attract tenants in a variety of industries such as E-commerce, Retail, Telecommunications and Pharmaceutical fulfillment centers with high paying jobs**
- **The leasing of our facilities to these types of corporations will bring in significant economic development, tax revenue and job creation**
- **EastGroup will work closely with the local Economic Development Corporation to bring job opportunities to the local community**
- **Typically our business parks create 2000 - 5000 new jobs for the area**
- **Impact fees from this project would help fund transportation created by new development, according to the philosophy that growth should pay its own way**
- **Annual property taxes would help fund local schools, roadways, emergency services, libraries and other local needs**



EASTGROUP

PROPERTIES

TENANT SNAPSHOT FLORIDA AND NORTH CAROLINA

Retail

- Tesla
- Best Buy
- Coca-Cola
- Nike
- Wayfair
- Fanatics

Pharmaceutical / Medical

- Prime Therapeutics
- Walgreens
- Aetna Specialty Pharmacy
- CarePlus Health Plans



Food Service

- Premier Beverage
- The ICEE Company
- Madrona Foods
- Heritage Food
- Propac
- Masipack

Technical Services

- Level 3
- Peak 10
- AT&T Services
- Evolve Media Group
- Toshiba
- UDT



Tradeshow

- Freeman Expositions
- Artistic Entertainment Services
- Skyline Displays
- Hollywood Rentals
- PSAV
- AVmedia

Entertainment

- Universal Studios
- Oceaneering International
- Dynamic Attractions
- Norwegian Cruise Line

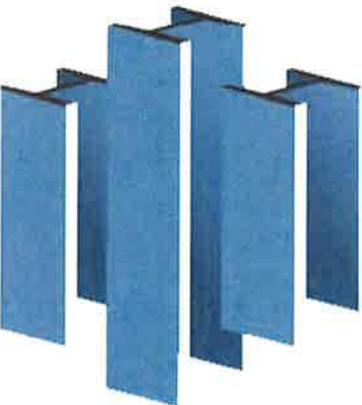


Home Builders

- The Home Depot
- Lowe's
- Toll Brothers
- The Ryland Group

Aviation Related

- Lockheed Martin
- Comtech
- USPS
- FedEx
- UPS

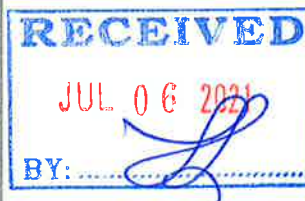


CHARLOTTE, NC





- 11 Industrial/Business Distribution buildings
- 1,200,000 square feet of space at completion
- 108 acres of land area
- Unparalleled Interstate access
- Business distribution/state-of-the-art design features
- Consistent architectural theme throughout the Park
- Inviting landscaping/business park environment
- Central location
- Owned, developed and managed by EastGroup Properties (NYSE: EGP)
- On-site leasing and property management



STEELE CREEK
 COMMERCE PARK
 CHARLOTTE, NC



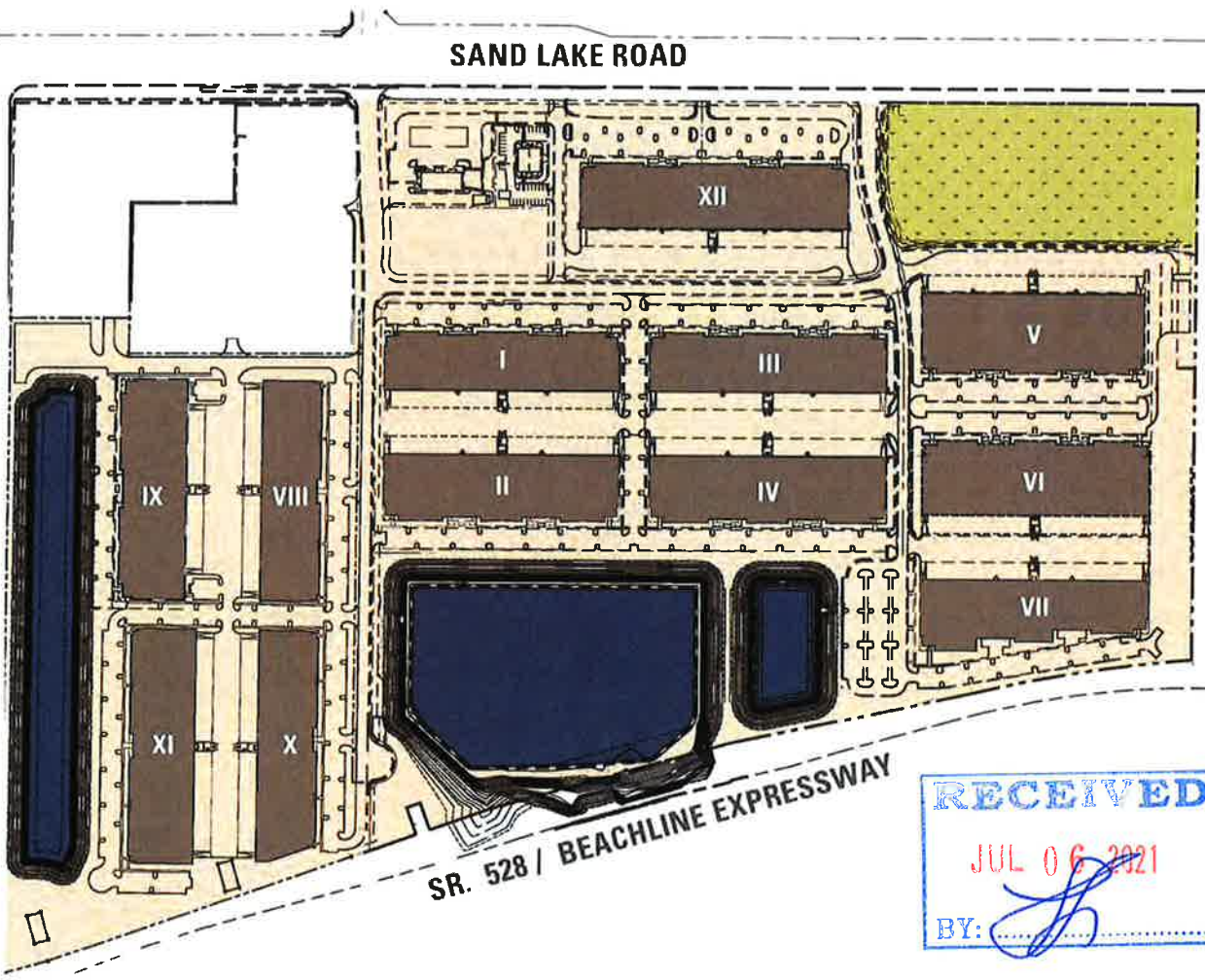
ORLANDO, FL



HORIZON

C O M M E R C E P A R K

ORLANDO, FL



- 12 Industrial/Business Distribution buildings
- 1,440,000 square feet of space
- 130 acres of land area
- 3 Retail out-parcels
- Situated within close proximity to Orlando Central Park
- Multiple sites for speculative and build-to-suit development
- Business distribution/state-of-the-art design features
- Consistent architectural theme throughout the Park
- Heavy landscaping/business park environment
- Central location
- Owned, developed and managed by EastGroup Properties (NYSE: EGP)

PRIME THERAPEUTICS BUILDING DESIGN

- 80% Pharmacy / Support Center
- Service area car parking
- Additional glass



STOCKBRIDGE SITE



**CREATION OF A
LINEAR PATH ALONG
THE STREAM FACING
THE RESIDENTIAL
LAND**



**TREES WILL SCREEN
THE BUILDINGS
AND SERVICE
AREAS FROM THE
RESIDENTIAL LAND**



**CONTRIBUTION
OF 1 ACRE FOR A
COMMUNITY PARK**

BUSINESS PARK DESIGN

RECEIVED
JUL 06 2021
BY: [Signature]



DEVELOPER QUALIFICATIONS

- Publicly traded REIT (NYSE: EGP)
- One of the largest, most reliable and most innovative real estate investment trusts in America for the past 50 years
- Long-term owner focused on quality development
- Nationwide portfolio consisting of 46 million square feet of industrial property – 12 million square feet in Florida, 3 million square feet in Charlotte and 1 million square feet in Atlanta
- Portfolio occupancy of 97.1% at 2019 year-end
- Developed 6.5 million square feet in Florida, Georgia and Carolinas to-date
- Began construction on 18 projects nationwide (2.7 million square feet) in 2019 – total investment of \$260 million
- In-house construction division to move quickly and economically
- The 2019 winner of The Outstanding Building of the Year award in the Industrial Office Building category at the BOMA International TOBY Awards for Horizon Commerce Park in Orlando
- Provide long-term commitment to clients and properties and have a reputation for excellence in service
- Develop projects with exceptional quality and innovation of design built to Tenant's specifications using quality materials and superior construction techniques
- Utilize construction materials and techniques that are energy efficient and built with sustainability in mind
- Create premier business park/campus settings using native landscaping





EASTGROUP

PROPERTIES

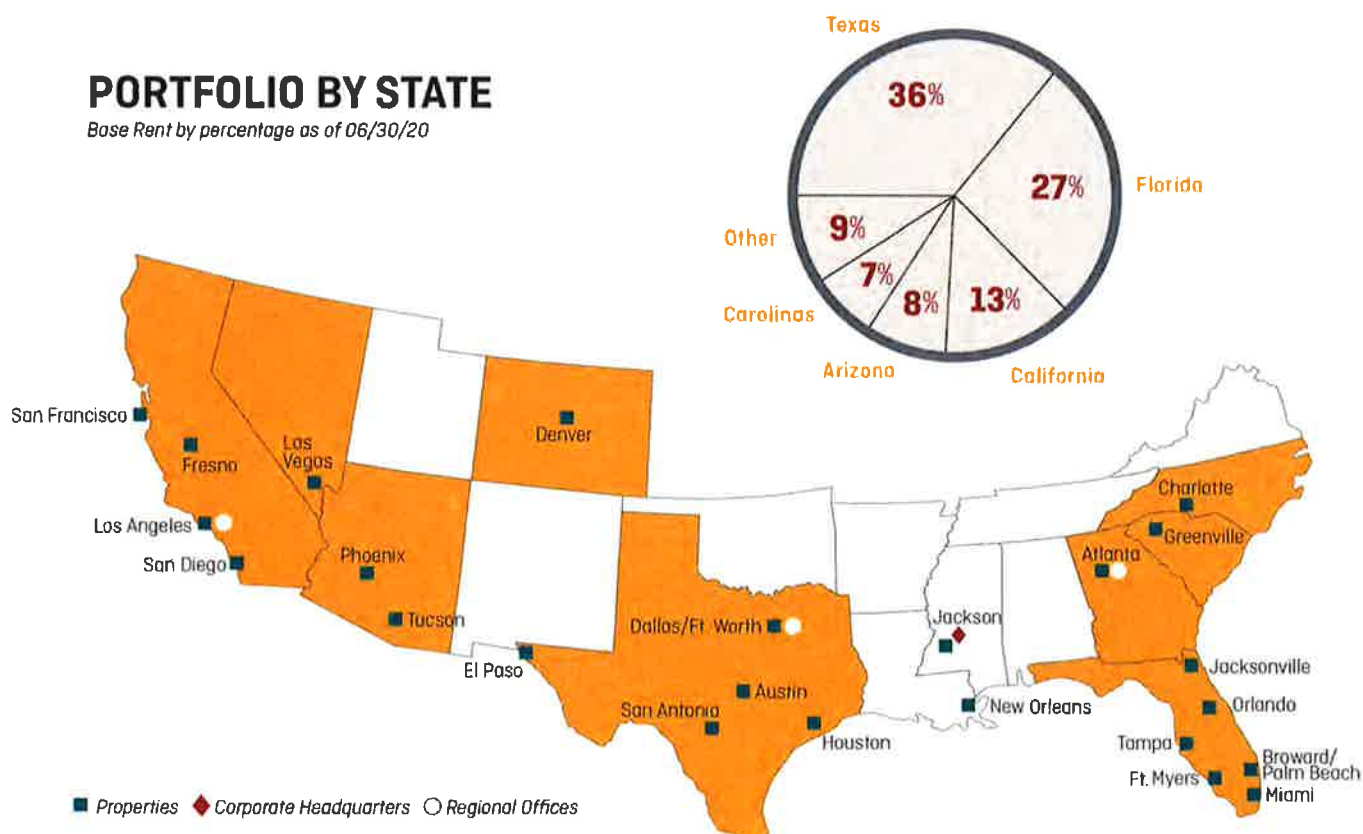
EastGroup Properties, Inc. is a self-administered equity real estate investment trust focused on the development, acquisition and operation of industrial properties in major Sunbelt markets throughout the United States with an emphasis in the states of Florida, Texas, Arizona, California and North Carolina. The Company's goal is to maximize shareholder value by being a leading provider in its markets of functional, flexible and quality business distribution space for location sensitive customers (primarily in the 15,000 to 70,000 square foot range). The Company's strategy for growth is based on ownership of premier distribution facilities generally clustered near major transportation features in supply-constrained submarkets. EastGroup's portfolio currently includes 46 million square feet EastGroup's common shares are traded on the New York Stock Exchange under the symbol "EGP". The Company's shares are included in the S&P MidCap 400 Index.

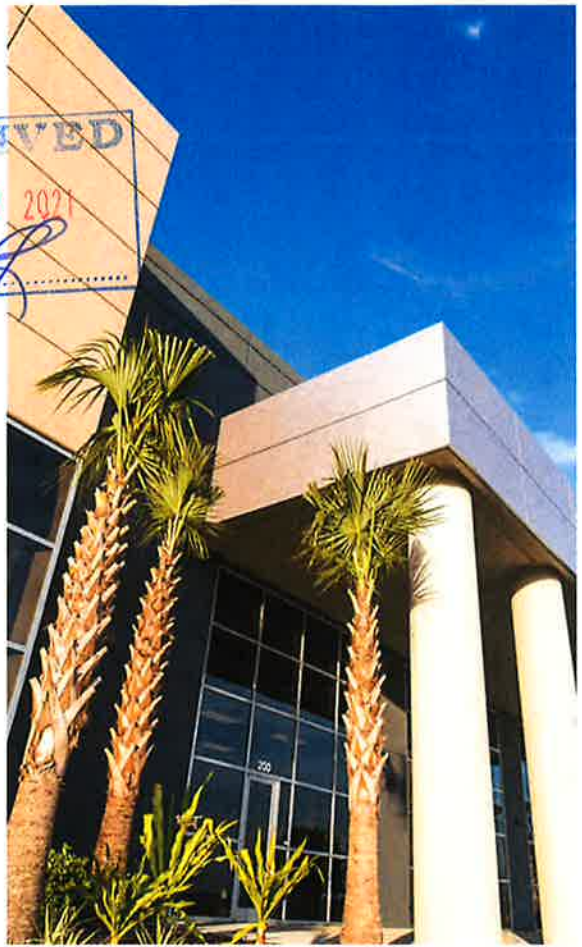
our strategy

Increasing shareholder value through development, acquisitions and internal operations as the premier provider of multi-tenant business distribution space. Submarket driven investments where location sensitive customers want to be. Clustering of multi-tenant, business distribution properties on infill sites around major transportation features. Diversification in Sunbelt growth markets.

PORTFOLIO BY STATE

Base Rent by percentage as of 06/30/20





EASTGROUP PROPERTIES
3495 PIEDMONT ROAD NE
BUILDING 11, SUITE 350
ATLANTA, GA 30305
404-301-2670



EASTGROUP PROPERTIES



Tenant Snapshot Florida and North Carolina

Retail

- Tesla
- Best Buy
- Coca-Cola
- Nike
- Wayfair
- Fanatics

Pharmaceutical / Medical

- Walgreens
- DaVita Rx
- CCRX
- Aetna Specialty Pharmacy
- CarePlus Health Plans



Food Service

- Premier Beverage
- The ICEE Company
- Madrona Foods
- Heritage Food
- Propac
- Masipack

Technical Services

- Level 3
- Peak 10
- AT&T Services
- Evolve Media Group
- Toshiba
- UDT



Tradeshow

- Freeman Expositions
- Artistic Entertainment Services
- Skyline Displays
- Hollywood Rentals
- PSAV
- AVmedia

Entertainment

- Universal Studios
- Oceaneering International
- Dynamic Attractions
- Norwegian Cruise Line



Home Builders

- The Home Depot
- Lowe's
- Toll Brothers
- The Ryland Group

Aviation Related

- Lockheed Martin
- Comtech
- USPS
- FedEx
- UPS



APPENDIX C
TRIP
GENERATION

Trip Generation Summary - 2021043.00 - Davidson Parkway Commerce Center DRI - Full Build (Stockbridge, GA)
 (730,700 SF - Equation)

Warehouse Distribution Center (150 LUC)		Project Trips		
		Total	Inbound	Outbound
Personal Vehicles	Daily	798	399	399
	AM Peak Hour	98	79	19
	PM Peak Hour	94	20	74
Trucks	Daily	402	201	201
	AM Peak Hour	15	8	7
	PM Peak Hour	22	11	11
Total Trips Generated	Daily	1,200	600	600
	AM Peak Hour	113	87	26
	PM Peak Hour	116	31	85

Graph Look Up

ITE Trip Gen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Query Filter

DATA SOURCE:

Trip Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE:

150

LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (X):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday

SETTING LOCATION:

General Urban/Suburban

TRIP TYPE:

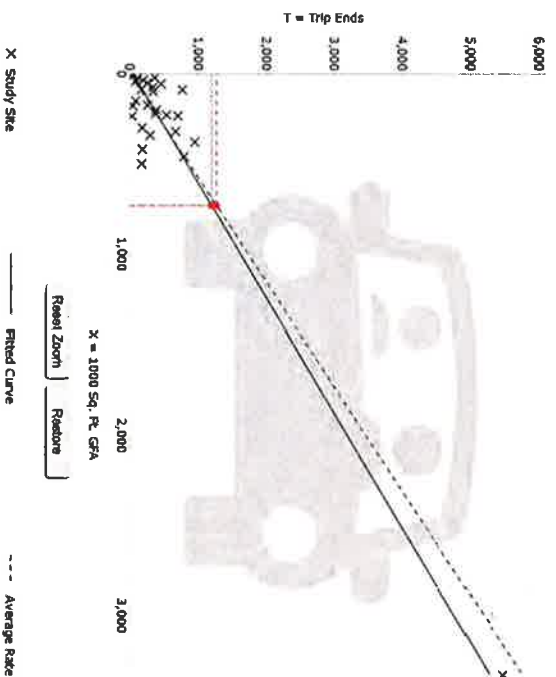
Vehicle

ENTER IN VALUE TO CALCULATE TRIPS:

730.7

Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
 Hover the mouse pointer on data points to view X and T values.

DATA FROM USER

Land Use:

Warehousing (150) Click for more details

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Setting Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

28

Avg. 1000 Sq. Ft. GFA

285

Average Rate:

1.73

Range of Rates:

0.15 - 16.93

Standard Deviation:

1.55

Fitted Curve Equation:

 $T = 1.58(X) + 45.54$ R^2

0.93

Directional Distribution:

50% entering, 50% exiting

Calculated Trip Ends:

Average Rate: 1271 (Total), 635 (Entry), 636 (Exit)

Fitted Curve: 1200 (Total), 600 (Entry), 600 (Exit)

Add-ons to do more

Try OTISS Pro

Graph Look Up

ITE TripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Data Plot and Equation

DATE: 07/27/2024

Land Use:

Warehousing (150) (Click for more details)

Independent Variable:

1000 Sq Ft GFA

Time Period:

Weekday

Setting/Location:

General Urban/Suburban

Trip Type:

Truck

Number of Studies:

12

Avg. 1000 Sq Ft GFA:

115

Average Range:

0.80

Range of Rates:

0.00 - 6.66

Standard Deviation:

0.86

Fitted Curve Equation:

$T = 0.54(X) + 7.47$

R²

0.61

Directional Distribution:

50% entering, 50% exiting

Calculated Trip Ends:

Average Rate: 438 (Total), 219 (Ent), 219 (Exit)

Fitted Curve: 402 (Total), 201 (Ent), 201 (Exit)

DATA SOURCE:

Trip Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE:

150

LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (X):

1000 Sq Ft GFA

TIME PERIOD:

Weekday

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

Truck

ENTER X VALUE TO CALCULATE TRIPS:

730.7

Calculate

X Study Size

Fitted Curve

Average Rate

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

Add-ons to do more

Try OTISS Pro

Graph Look Up

ITE TripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Data Plot and Equation

DATA STATISTICS

Land Use:

Warehousing (150) [Click for more details](#)

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between T end & a.m.

Settings/location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

34

Avg. 1000 Sq. Ft. GFA

451

Average Rate:

0.17

Range of Rates:

0.02 - 1.93

Standard Deviation:

0.20

Fitted Curve Equation:

 $T = 0.12(X) + 25.32$

R²:

0.69

Directional Distribution:

77% entering, 23% exiting

Calculated Trip Ends:

Average Rate 124 (Total), 96 (Entry), 29 (Exit)

Fitted Curve 113 (Total), 87 (Entry), 26 (Exit)

DATA SOURCE:

Trip Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE:

150

LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (VX):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

Vehicle

ENTER IN VALUE TO CALCULATE TRIPS:

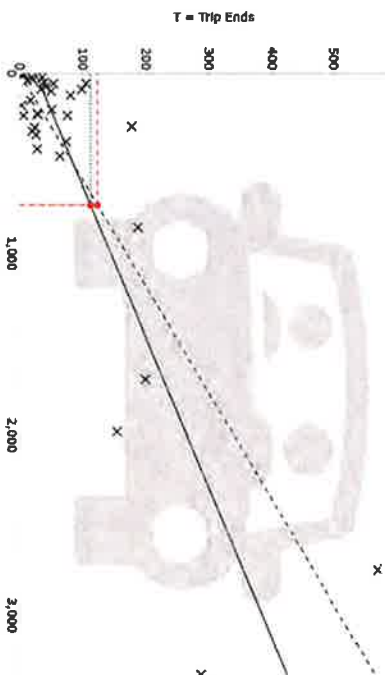
7007

Calculate

X Study Site

Fitted Curve

Average Rate



Use the mouse wheel to Zoom Out or Zoom In.
 Hover the mouse pointer on data points to view X and T values.

Add-ons to do more

Try OTISS Pro

Graph Look Up

ITETripGen Web-based App



Query Filter

Graph Look Up

Technical Support

Add Users

Comments

DATA SOURCE:

Tap Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE:

150

LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (V1):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traf

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

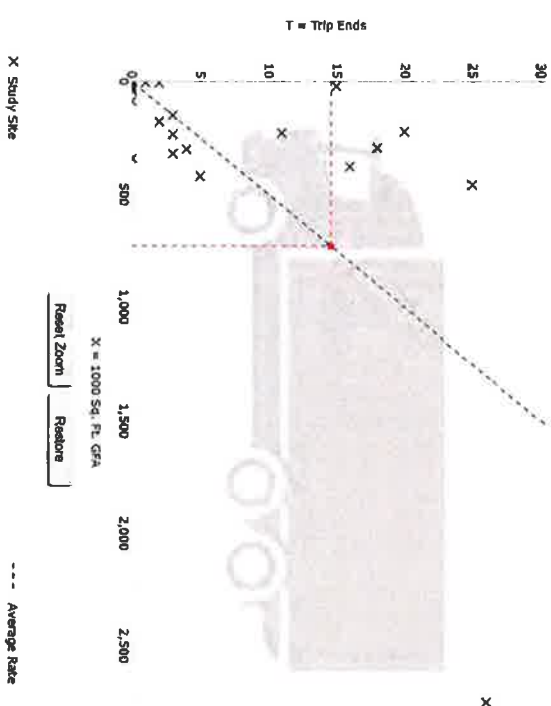
Truck

ENTER IN VALUE TO CALCULATE TRIP:

730.7

Calculate

Data Plot and Equation



DATA 272.861222

Land Use:

Warehousing (150) C13, for main density

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Mile Between T and S a.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Truck

Number of Studies:

21

Avg. 1000 Sq. Ft. GFA

308

Average Rate:

0.02

Range of Rates:

0.00 - 0.68

Standard Deviation:

0.06

Fitted Curve Equation:

Not Given

R²:

....

Directional Distribution:

52% entering, 48% exiting

Calculated Trip Ends:

Average Rate 15 (Total), 8 (Entry), 7 (Exit)

Add-ons to do more

Try OTISS Pro

Graph Look Up



ITE TripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Query Filter

DATA SOURCE:

Trip Gen Manual, 10th Ed + Supplement

RESEARCH BY LAND USE CODE:

150



LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

At Sites

INDEPENDENT VARIABLE (IVE):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traf

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

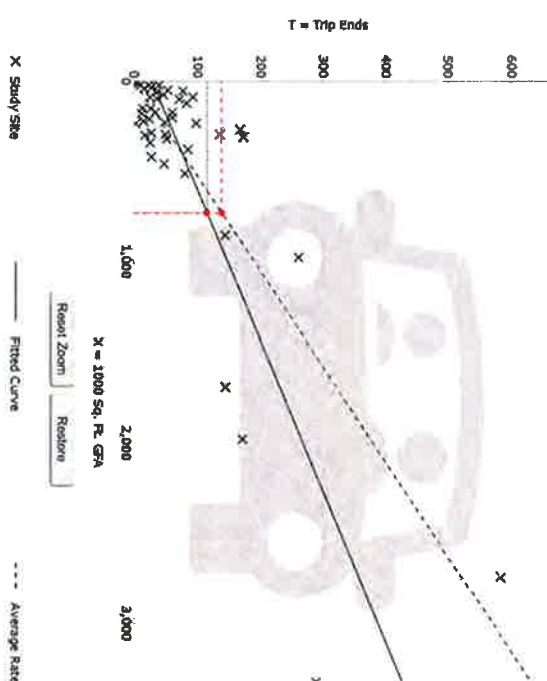
Vehicle

ENTER IN VALUE TO CALCULATE TRIPS:

730.7

Calculate

Data Plot and Equation



DATE: 02/03/2024

Land Use:

Warehousing (150) Data for mean dist

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic:

One hour between 4 and 5 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

47

Avg. (1000 Sq. Ft. GFA):

420

Average Rate:

0.19

Range of Rates:

0.07 - 1.80

Standard Deviation:

0.18

Fitted Curve Equation:

 $T = 0.12(X) + 27.02$ R^2 :

0.65

Directional Distribution:

27% entry, 73% exit

Calculated Trip Ends:

Average Rate: 139 (150) 37 (Entry) 162 (Exit)

Fitted Curve: 118 (1000) 31 (Entry) 85 (Exit)

Add-ons to do more

Try OTISS Pro

Graph Look Up

ITE TripGen Web-based App

Query Filter

Graph Look Up

Technical Support

Add Users

Comments

Data Plot and Equation

DATA SOURCE

Trip Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE

150

LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (X):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

SETTING/LOCATION:

General Urban/Suburban

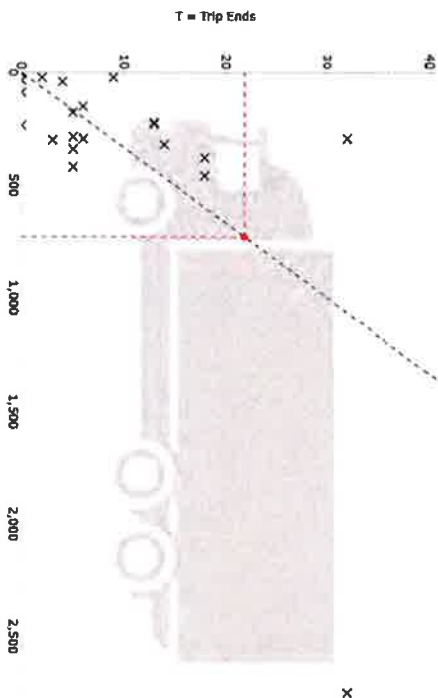
TRIP TYPE:

Truck

ENTER IN VALUE TO CALCULATE TRIPS:

730.7

Calculate



DATA FROM TRIP GEN

Land Use:

Warehousing (150) Click for more details

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One block between X and Y

Setting/Location:

General Urban/Suburban

Trip Type:

Truck

Number of Studies:

Avg. 1000 Sq. Ft. GFA

308

Average Rate:

0.03

Range of Rates:

0.00 - 0.42

Standard Deviation:

0.03

Fitted Curve Equation:

P&G Given

R²

...

Directional Distribution:

52% entering, 48% exiting

Calculated Trip Ends:

Average Rate 22 (Total), 11 (Entry), 11 (Exit)

Add-ons to do more

Try OTISS Pro



MICHÈLE L. BATTLE, ESQ.
President

July 1, 2021

VIA HAND-DELIVERY

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

Re: Comprehensive Plan Amendment Application – Southwest Corner of Davidson
Parkway and Walter Way. Tax Parcels #'s: 030-01009000 and 030-01009006

Dear Linda:

I am representing EastGroup Properties, LP in connection with the submission of a Rezoning Application pertaining to property located at the Southwest corner of Davidson Parkway and Walter Way, being Tax Parcel #'s 030-01009000 and 030-01009006 for the development of a business park based upon the submitted site plan. Simultaneously with the submission of its rezoning request from C-3 to M1, the Applicant is hereby requesting a Comprehensive Plan Amendment from Low-Density Vertical Mixed Use to Light Industrial.

The proposed development will provide for the following:

SITE DATA:

APPROX. GROSS AREA: 75.54 AC

APPROX. NET AREA: 59.26 AC

PHASE I – BLDG 100-300

BUSINESS DISTRIBUTION: 469,700 SF

TOTAL PARKING: 463 PARKING SPACES

PHASE II – BLDG 400 & 500

BUSINESS DISTRIBUTION: 269,990 SF

TOTAL PARKING: 323 PARKING

Sincerely,

Michèle L. Battle

DEVELOPMENTS OF REGIONAL IMPACT (DRI)
TRAFFIC IMPACT STUDY FOR

DAVIDSON PARKWAY COMMERCE CENTER



DATE:

June 18, 2021

DRI NAME & NUMBER:

Davidson Parkway Commerce Center – DRI #3309

LOCATION:

Davidson Parkway & Walter Way
Stockbridge, Henry County, Georgia

PREPARED FOR:

Eastgroup Properties

PREPARED BY:

NV5 Engineers and Consultants, Inc.
1255 Canton Street, Suite G
Roswell, GA 30075

Executive Summary

A new 730,690 square foot warehouse/distribution center comprised of five (5) buildings is planned for construction east of I-675, west of N. Henry Boulevard and south of Lake Spivey Parkway in Stockbridge, Henry County, Georgia. The new development will have a total of one (1) driveway on the southside of Davidson Parkway located approximately 600 feet west of Walter Way. The project will be developed in a single phase by 2024.

The traffic impact study is required as part of the Developments of Region Impact (DRI) process that was triggered by the proposed rezoning of the subject property. The existing property is currently zoned as a Highway Commercial District (C-3). The property is proposed to be rezoned as Light Manufacturing (M-1).

When completed, the development is expected to generate a total of 1,200 daily trips. During the AM peak hour, the site is expected to generate 113 trips (87 entering and 26 exiting). During the PM peak hour, the site is expected to generate 116 trips (31 entering and 85 exiting).

The development is expected to contribute:

- a total of four trips during the AM peak hour and twelve total trips to the undesirable operating eastbound approach of Davidson Parkway at N. Henry Boulevard.
- a total of 17 trips during the AM peak hour and 16 total trips to the undesirable operating overall traffic signal at N. Henry Boulevard and Lake Spivey Parkway/Walmart Driveway.
- a total of three trips during the AM peak hour and 11 total trips to the undesirable operating northbound approach Walter Way at Lake Spivey Parkway.
- a total of 20 trips during the AM peak hour and 63 total trips to the undesirable operating northbound approach Davidson Parkway at Lake Spivey Parkway. The traffic signal is operating with “split” phasing which is not the most efficient signal configuration. Some potential mitigations include retiming the traffic signal as well as reconfiguring the entire intersection.

- a total of 27 trips during the AM peak hour and 10 total trips to the unsatisfactorily operating northbound approach the I-675 Northbound Off-Ramp at Lake Spivey Parkway.
- a total of 26 trips during the AM peak hour and nine total trips to the unsatisfactorily operating southbound approach the I-675 Southbound Off-Ramp at Lake Spivey Parkway.

The proposed Site Driveway northbound approach to the Davidson Parkway intersection is expected to operate at a satisfactory LOS B during the AM peak hour and LOS A during the PM peak hour. The addition of the full access driveway on Davidson Parkway does not impact the functionality of traffic operations along Davidson Parkway.

It should be noted that the Stockbridge City Staff has indicated a heavy truck restriction will be implemented on Davidson Parkway from Walter Way to N. Henry Parkway. Therefore, all heavy trucks expected to be generated by the development will access the site via Davidson Parkway west of the site.

Based on the analysis prepared for the proposed development, improvements at the study intersections are not required to mitigate the impact of the proposed development. Consideration should be given to potential signal timing modifications of the Lake Spivey Parkway corridor from Mount Zion Parkway in the west to N. Henry Parkway in the east. Consideration should be given to widening Lake Spivey Parkway to six-lanes.

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A. Introduction

A new 730,690 square foot warehouse/distribution center comprised of five (5) buildings is planned for construction east of I-675, west of N. Henry Boulevard and south of Lake Spivey Parkway in Stockbridge, Henry County, Georgia. The new development will have one (1) driveway on the southside of Davidson Parkway located approximately 600 feet west of Walter Way. The project will be developed in a single phase by 2024.

The traffic impact study is required as part of the Developments of Region Impact (DRI) process that was triggered by the proposed rezoning of the subject property. The existing property is currently zoned as a Highway Commercial District (C-3). The property is proposed to be rezoned as Light Manufacturing (M-1).

The purpose of this study is to identify the traffic impacts associated with the development – both existing traffic, future background growth traffic, and full future traffic in the completion year to assess if any mitigation is needed. The traffic impact study analyzes the Levels of Service at the one (1) development access point and seven (7) existing external intersections. Figures 1 and 2 show the site location and study intersections. A copy of the site plan is included in Appendix A.

This report summarizes the data collected, projected traffic at the study locations, analysis of traffic impacts including Level of Service (LOS), turn lane analysis, and conclusions from the analysis.

Figure 1: Vicinity Map

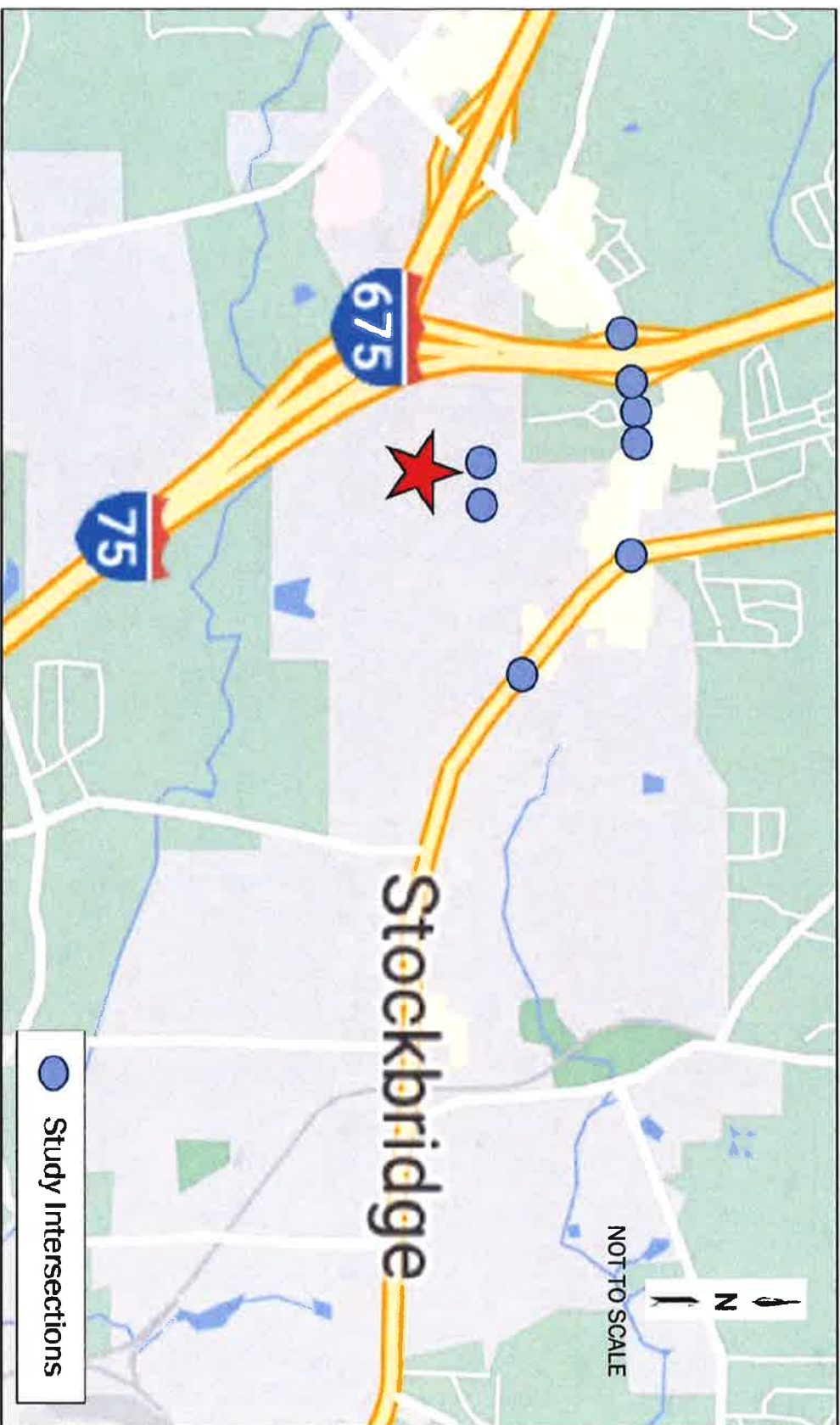
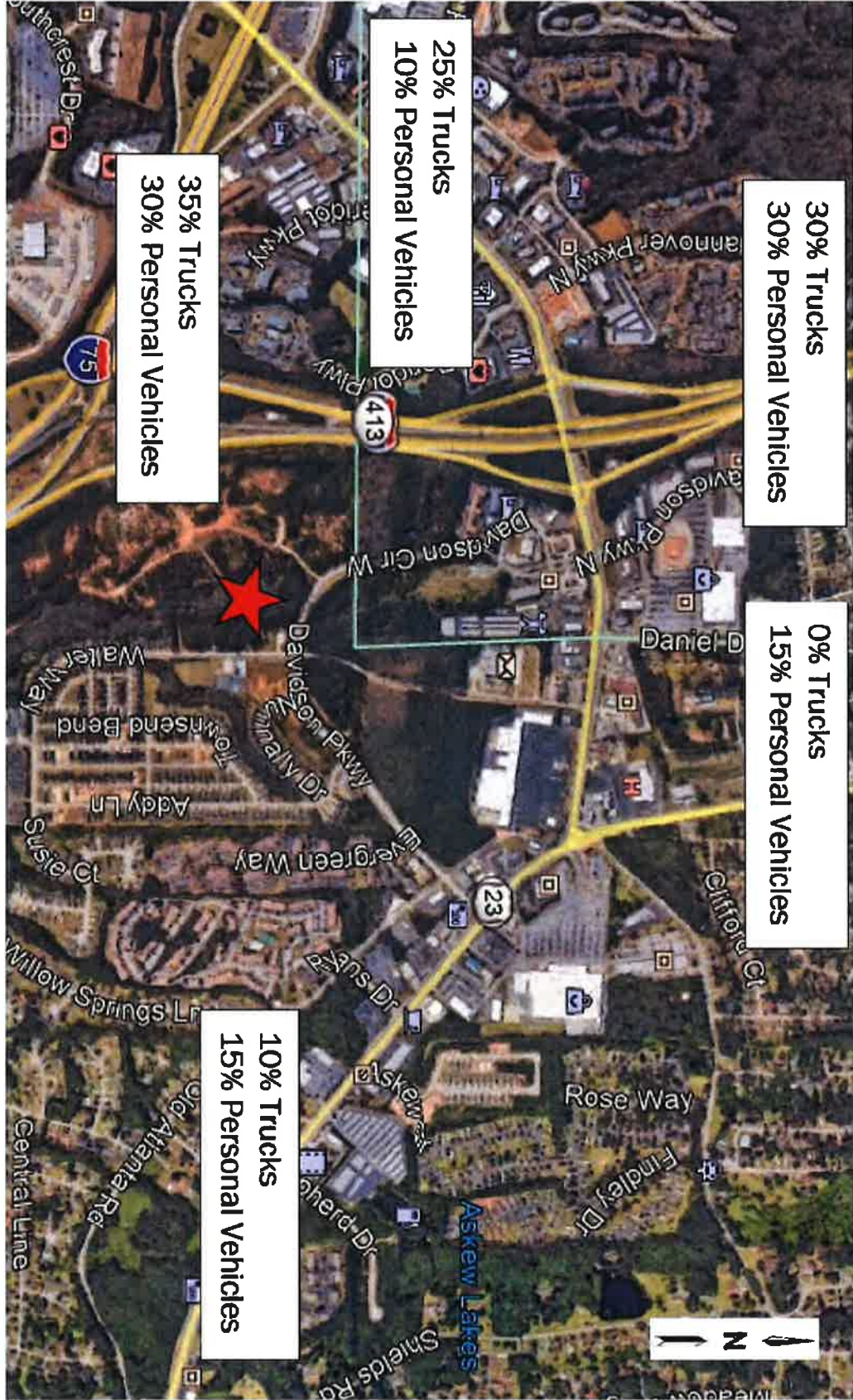


Figure 2: Site Location Aerial



Traffic Impact Study for
Davidson Parkway Commerce Center – City of Stockbridge, Henry County, Georgia

B. Existing Conditions

B.1 Phasing

The development is planned to be completed in a single phase by 2024.

B.2 Transportation Facilities

Davidson Parkway

- Two Lanes, Undivided
- 35 MPH. 25 MPH Northwest of the site at Stay-Inn & Suites.
- Sidewalk on Southside East of Walter Way to Maddy Lane. Sidewalks on both sides near intersection with Lake Spivey Parkway.
- No Truck Restrictions.

Walter Way

- Two Lanes, Undivided
- 25 MPH South of Davidson Parkway, 35 MPH North of Davidson Parkway
- Sidewalks on both sides of the road South of Davidson Parkway. No sidewalks North of Davidson Parkway.
- No Truck Restrictions.

Lake Spivey Parkway

- Four Lanes, Undivided
- 45 MPH
- 30,100 AADT east of the I-675 interchange and 33,000 AADT west of the I-675 interchange.
- Sidewalks on both sides from Daniel Drive to US 23-GA 42 (N. Henry Boulevard).
- No Truck Restrictions.

US 23-GA 42 (N. Henry Boulevard)

- Four Lanes, Undivided
- 45 MPH
- 15,500 AADT north of Lake Spivey Parkway and 33,100 AADT south of Lake Spivey Parkway.
- Sidewalks on both sides between Lake Spivey Parkway and Davidson Parkway.
- No Truck Restrictions.

I-675 (Terrell Starr Parkway)

- Four Lanes, Divided
- 65 MPH
- 61,700 AADT north of Lake Spivey Parkway.
- No Pedestrian or Bicycle facilities.
- Trucks with more than Six Wheels keep to right lane.
- I-75 and Express Lanes to the South.

Study Intersections

- Davidson Parkway & Walter Way – Four-Leg – All-Way Stop-Control
- US 23 – GA 42 (N. Henry Boulevard) & Davidson Parkway/Retail Driveway – Four-Leg – Two-Way Stop-Control
- US 23 – GA 42 (N. Henry Boulevard) & Lake Spivey Parkway Parkway/Walmart Driveway – Four-Leg – Two-Way Signalized
- Walter Way & Lake Spivey Parkway – Four-Leg – Signalized
- Davidson Parkway & Lake Spivey Parkway – Four-Leg - Signalized
- I-675 (Terrell Starr Parkway) & Lake Spivey Parkway Interchange – Signalized Diamond
- Davidson Parkway & Site Driveway – Three-Leg – Two-Way Stop-Control

LOS D will be considered the minimum standard unless existing conditions are lower.

B.3. Transit

There are no transit facilities adjacent to the site.

B.3. Pedestrian and Bicycle Facilities

There are no sidewalks along the site frontage. Figure 3 illustrates the sidewalk facilities in the general study area.

Figure 3: Sidewalk Facility Map



There are no bicycle lanes adjacent to the site.

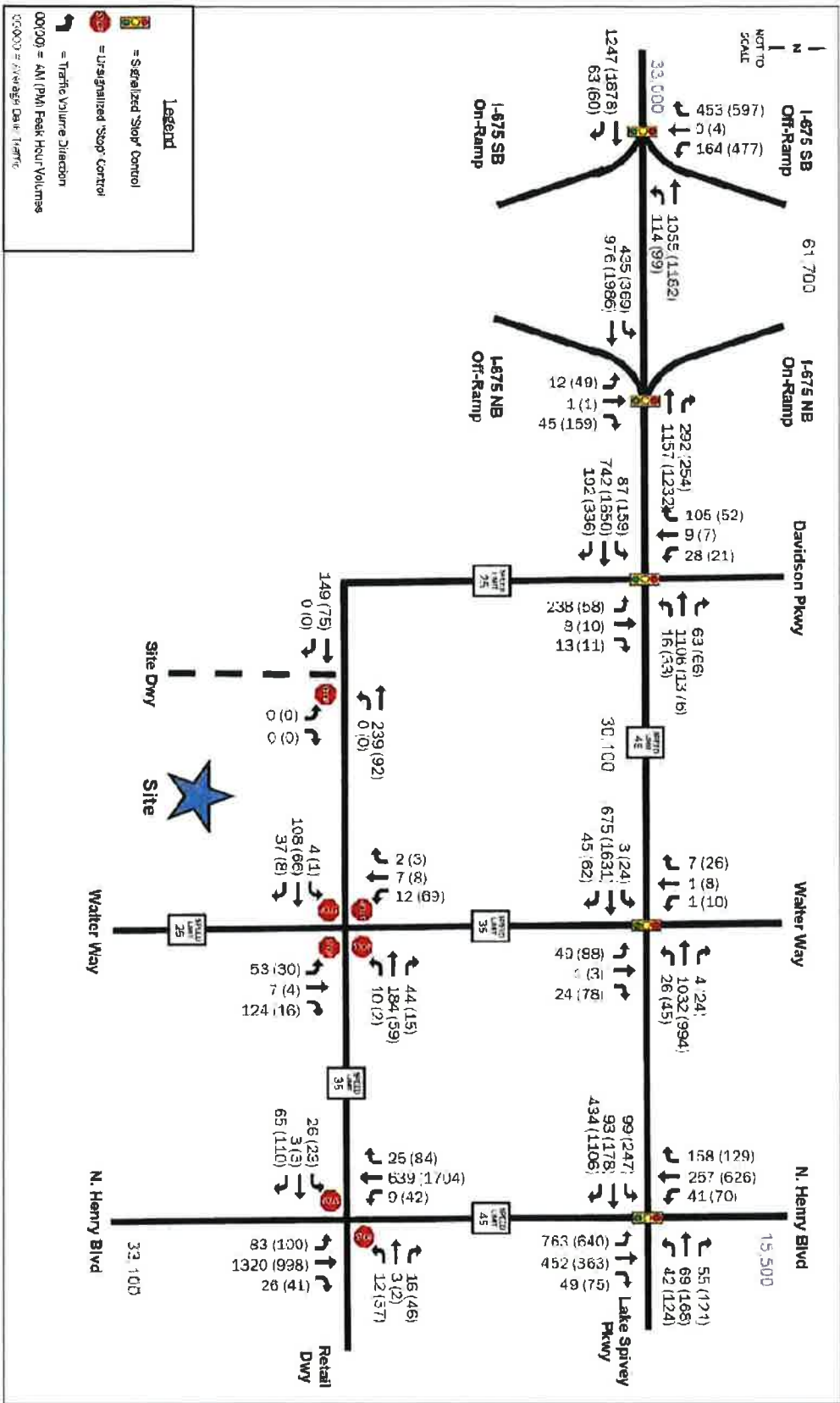
B.4. Traffic Volumes

With the COVID 19 pandemic currently effecting typical traffic patterns, turning movement counts taken currently may not accurately represent typical traffic conditions. Historical morning and evening peak hour intersection turning movement counts (TMCs) will be acquired at intersections near the site from a DRI completed near the study area, The Reeves Creek development (DRI #2996) has TMCs at all relevant study intersections taken

in 2019. Therefore, no COVID adjustments are needed with these counts. The 2019 counts will be converted to 2021 conditions by applying a 1.5% annual growth rate for two years.

The traffic count data are located in Appendix B. Figure 4 shows the 2021 existing turning movement counts.

Figure 4: Existing Traffic Volumes



Traffic Impact Study for
Davidson Parkway Commerce Center – City of Stockbridge, Henry County, Georgia

C. Future Conditions

C.1. Background Data Collection

Historical AADT traffic count data was obtained from GDOT on I-675, Lake Spivey Parkway and N. Henry Boulevard. An annual ambient growth rate was calculated using the AADT counts and was determined to be 0.7%. However, after discussion with review agencies, it was agreed that an annual growth rate of 1.5% per year should be applied to the 2021 Existing Volumes for three (3) years to develop the 2024 No-Build Volumes.

There are no approved adjacent developments in the study area that would not be considered as part of the ambient growth rate.

The 2024 No-Build (background) traffic volumes as shown in Figures 5. The study assumes existing lane configurations and existing and planned traffic control at the study intersections.



C.2. Project Trip Generation

Table 1 summarizes the project trip generation calculated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 10th Edition, 2017.

Table 1: Project Trip Generation

Warehouse Distribution Center (150 LUC) 730,690 sf		Project Trips		
		Total	Inbound	Outbound
Personal Vehicles	Daily	738	399	399
	AM Peak Hour	98	79	19
	PM Peak Hour	94	20	74
Trucks	Daily	402	201	201
	AM Peak Hour	15	8	7
	PM Peak Hour	22	11	11
Total Trips Generated	Daily	1,200	600	600
	AM Peak Hour	113	87	26
	PM Peak Hour	116	31	85

C.3. Trip Distribution and Assignment

Passenger vehicles and trucks were determined to have separate traffic patterns, therefore the distributions for each trip type were separated and the trips were assigned to the study area as follows:

Passenger Vehicles:

- 30% via I-675 to/from the north, north of the site
- 30% via I-675 to/from the south, south of the site
- 15% via N. Henry Boulevard to/from the north, north of the site
- 15% via N. Henry Boulevard to/from the south, south of the site
- 10% via Lake Spivey Parkway to/from the west, west of the site

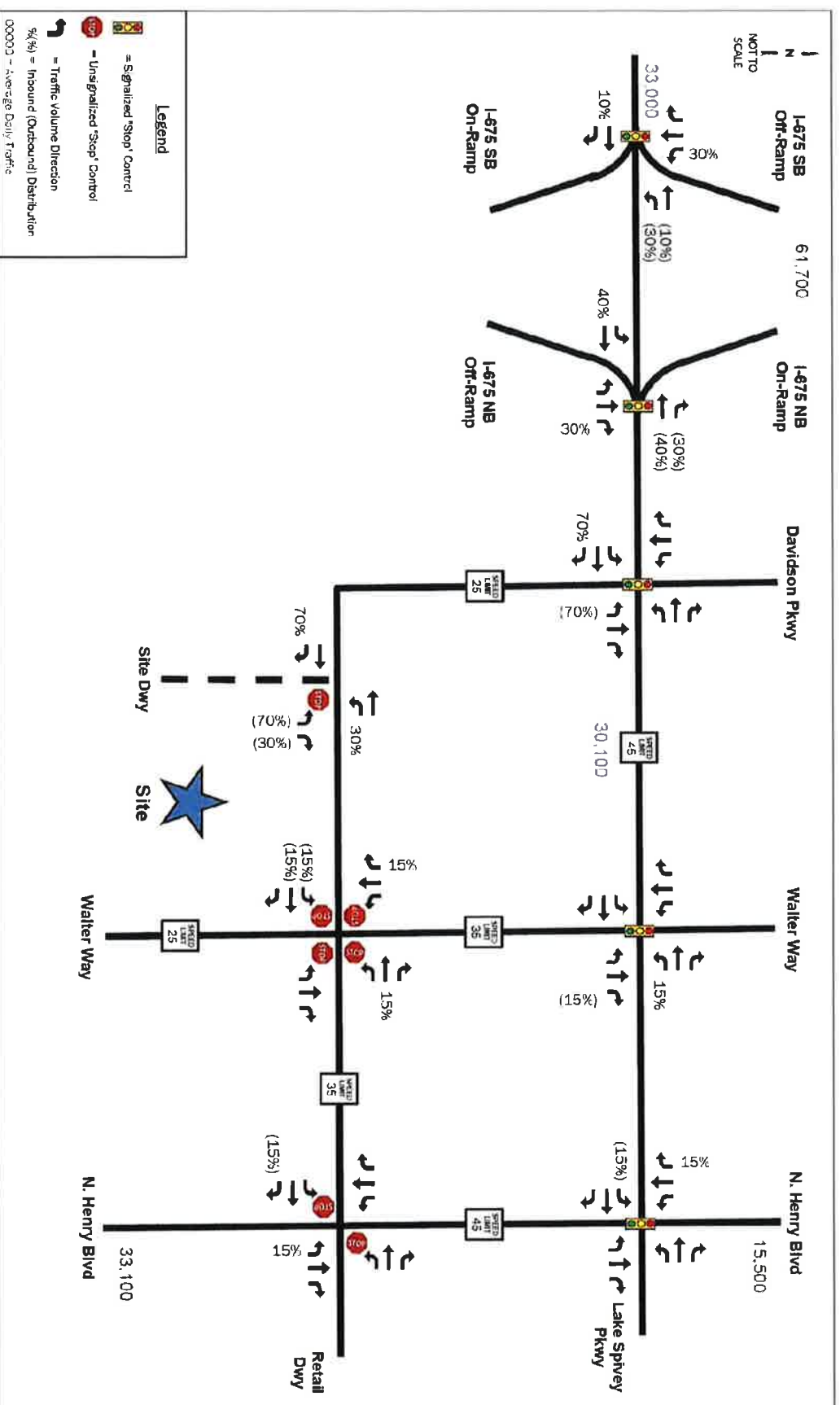
The passenger vehicle distribution is shown in Figure 6 and the passenger volumes are shown in Figure 7.

Trucks:

- 35% via I-675 to/from the south, south of the site
- 30% via I-675 to/from the north, north of the site
- 25% via Lake Spivey Parkway to/from the west, west of the site
- 10% via N. Henry Boulevard to/from the south, south of the site

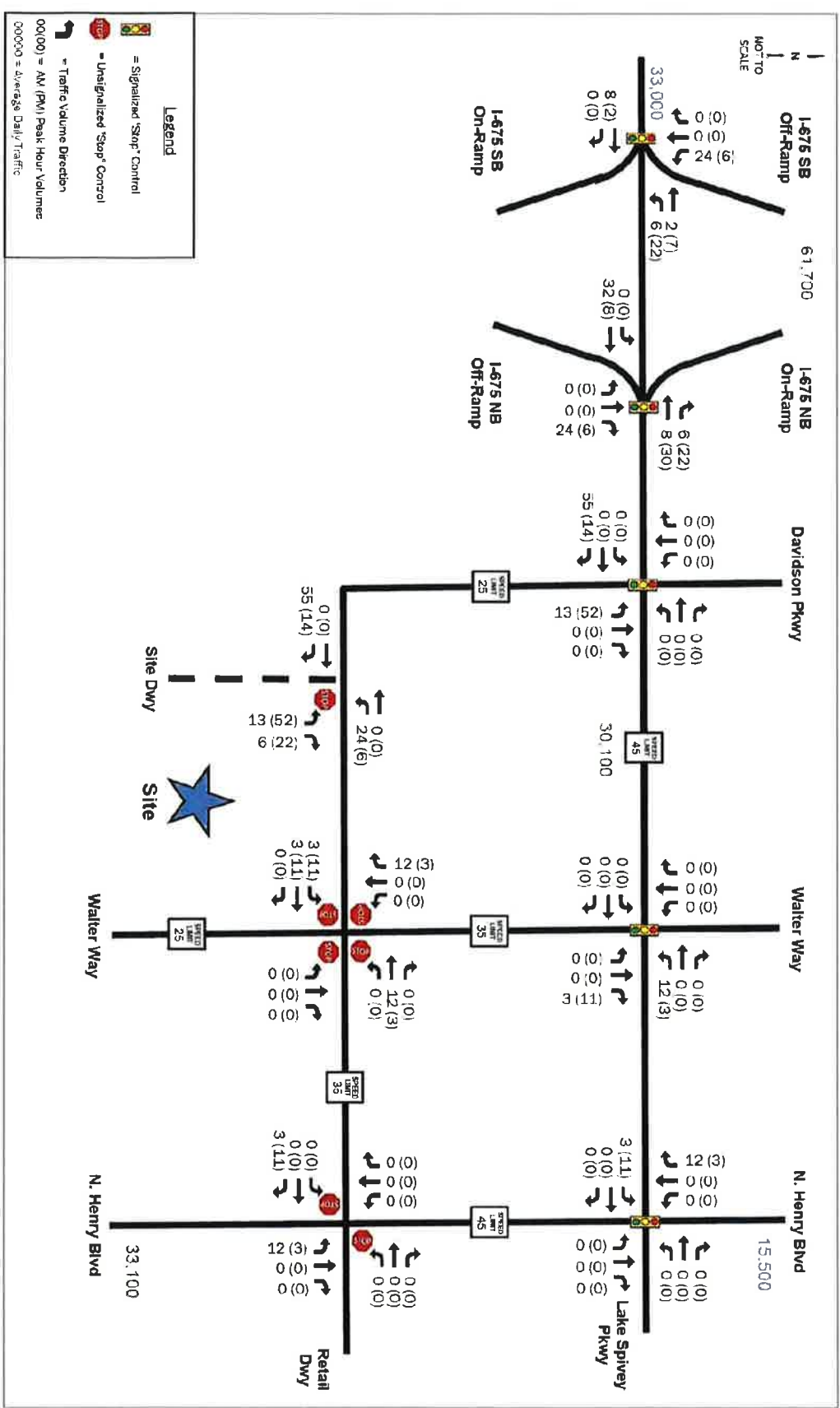
15% via N. Henry Boulevard to/from the south, south of the site the truck distribution is shown in Figure 8 and the truck volumes are shown in Figure 9. The future site traffic (project trips) is shown in Figure 10 and the Build traffic volumes in Figure 11. The trip generation details are included in Appendix C.

Figure 6: Passenger Vehicle Distribution



**Traffic Impact Study for
Davidson Parkway Commerce Center – City of Stockbridge, Henry County, Georgia**

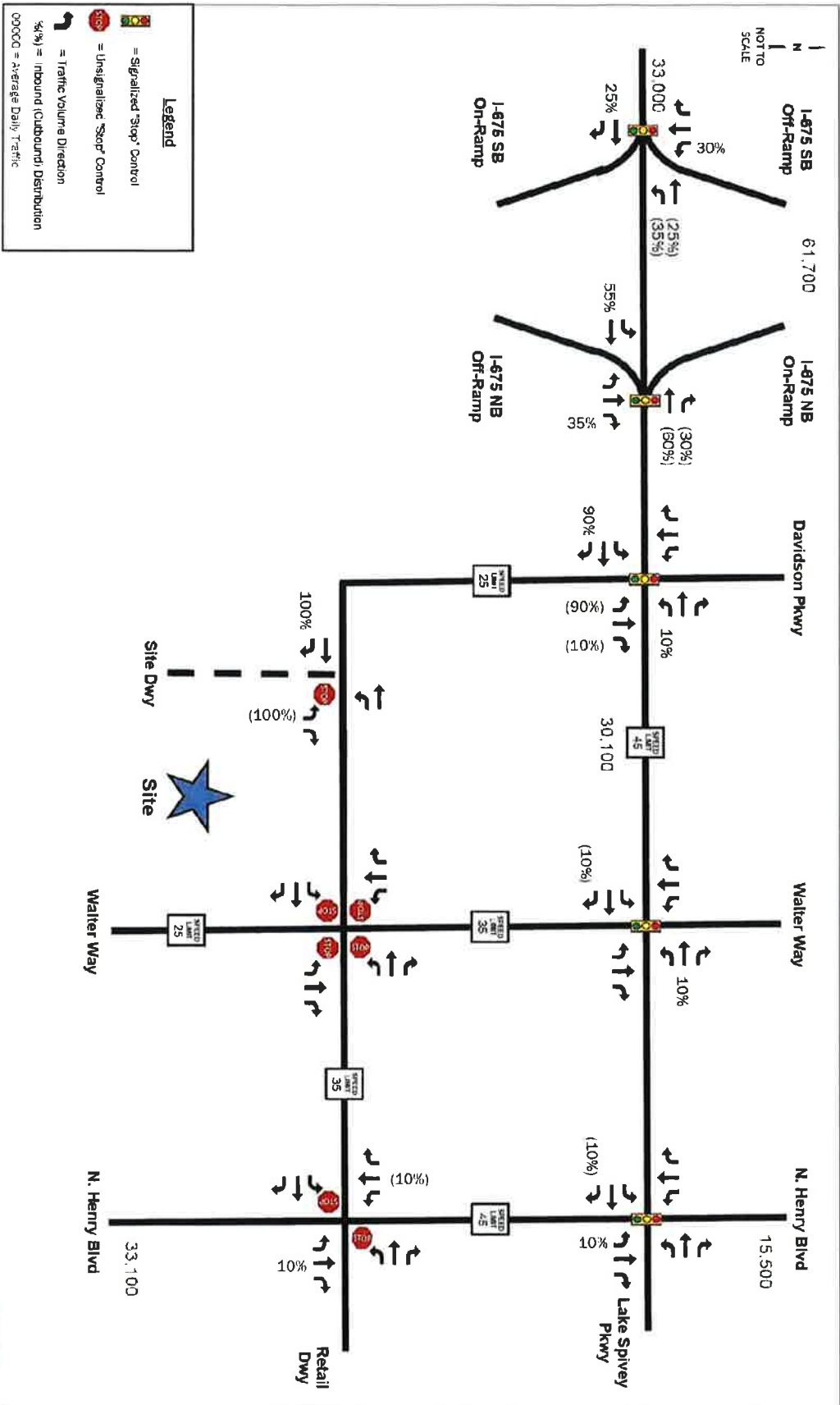
Figure 7: Passenger Vehicle Volumes



Traffic Impact Study for
Davidson Parkway Commerce Center - City of Stockbridge, Henry County, Georgia

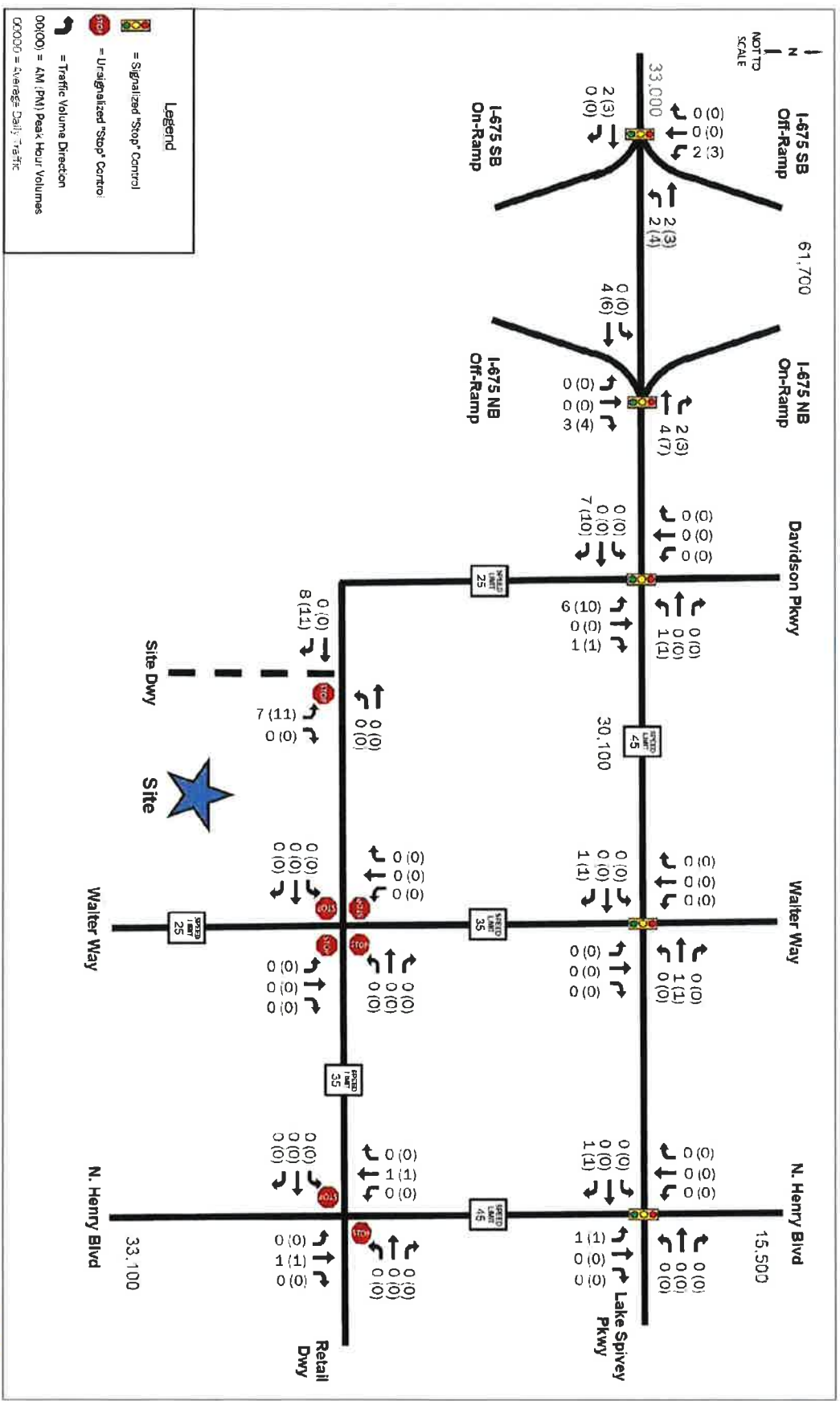


Figure 8: Truck Distribution



Traffic Impact Study for
Davidson Parkway Commerce Center – City of Stockbridge, Henry County, Georgia

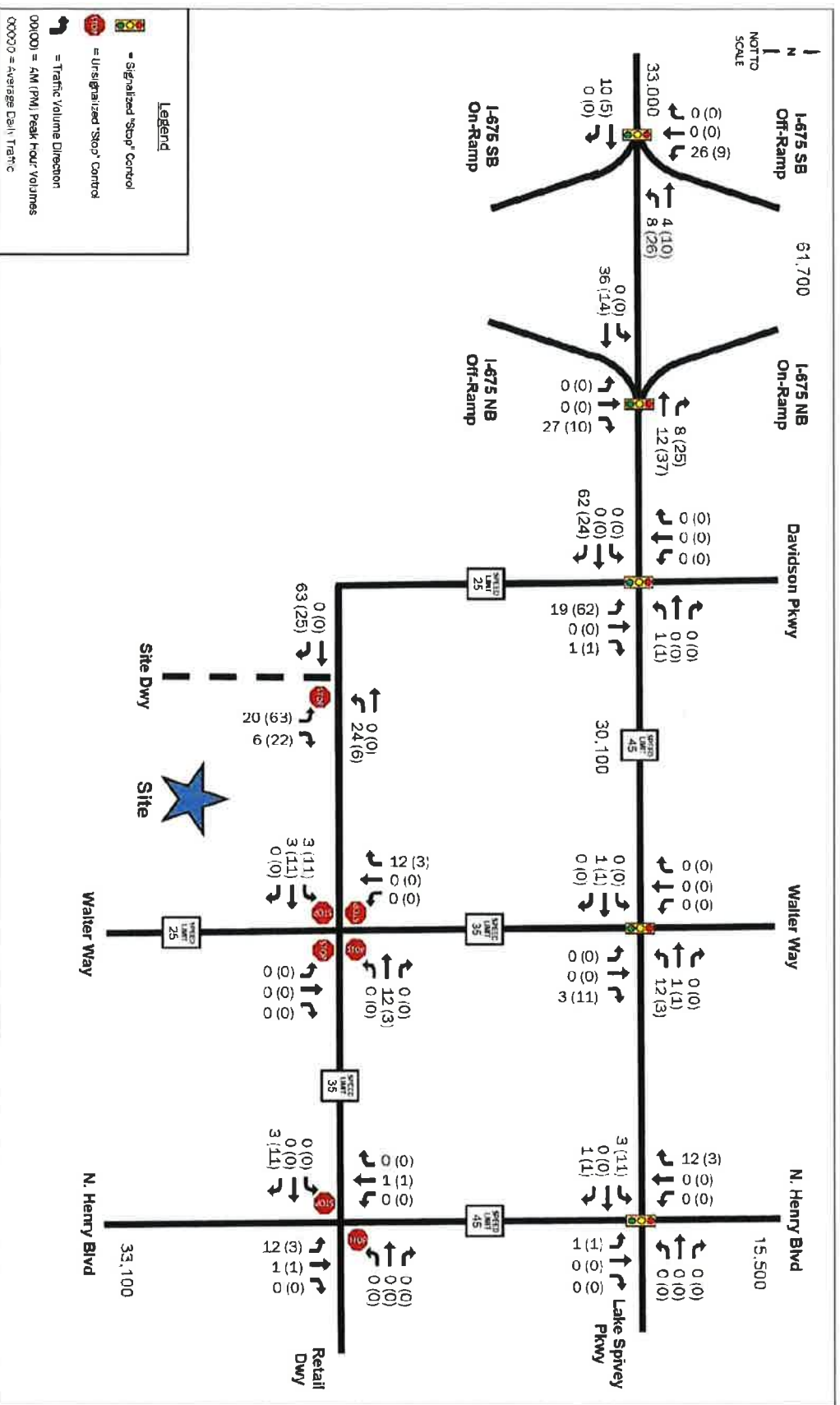
Figure 9: Truck Volumes



Traffic Impact Study for
Davidson Parkway Commerce Center – City of Stockbridge, Henry County, Georgia

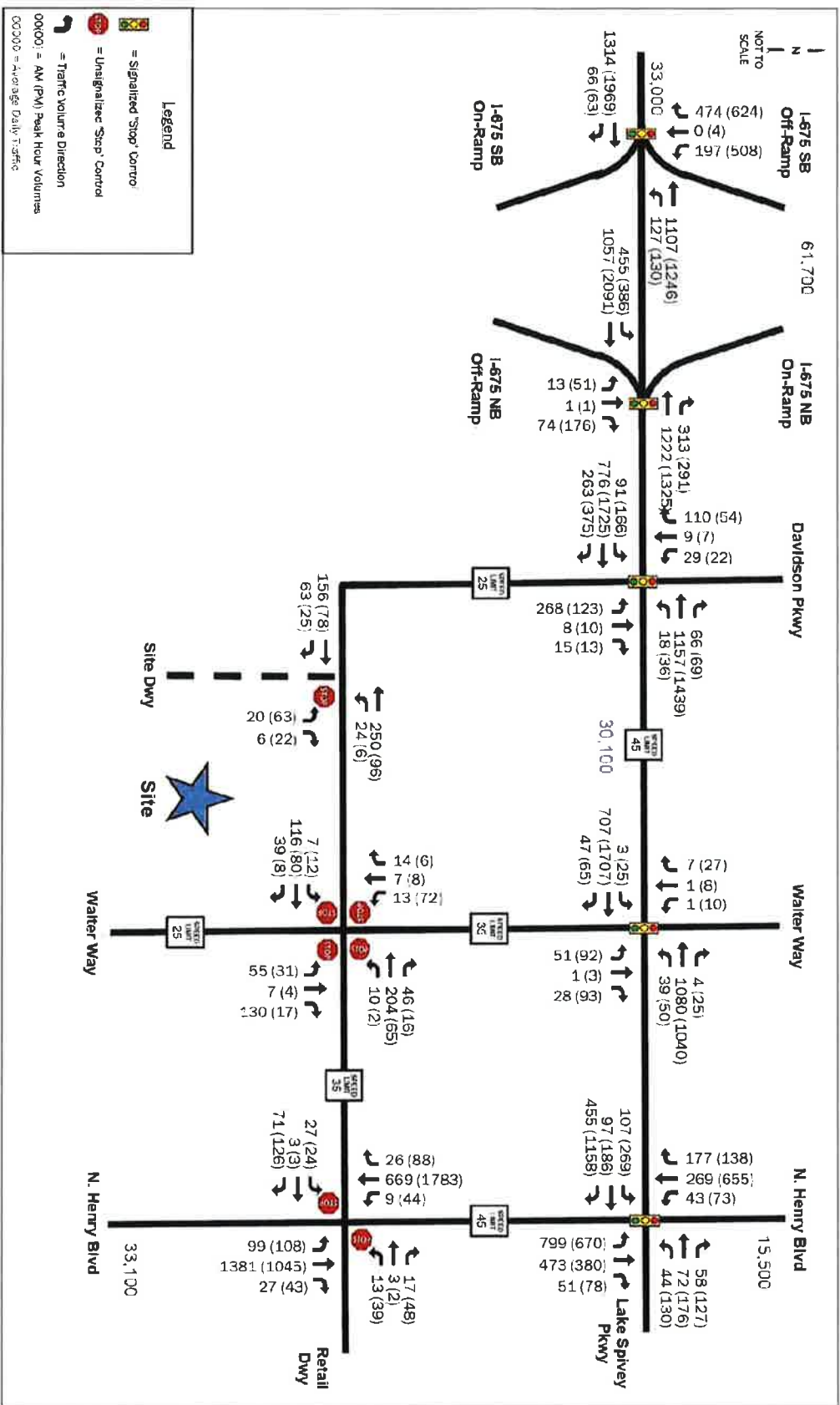


Figure 10: Project Trips



Traffic Impact Study for
Davidson Parkway Commerce Center – City of Stockbridge, Henry County, Georgia

Figure 11: Build Traffic Volumes



Traffic Impact Study for Davidson Parkway Commerce Center – City of Stockbridge, Henry County, Georgia

D. Traffic Impact Analyses

The analysis in each of the scenarios for the study was performed using the traffic analysis software Synchro® 11. Average vehicular delays are calculated and reported as Levels of Service (LOS) as defined by the Highway Capacity Manual (HCM). Capacity analysis worksheets are included in Appendix D.

D.1. Existing Capacity Analysis

The results of the Existing Traffic Volumes' capacity analysis are shown in Table 2. The analysis utilizes volumes depicted in Figure 4.

Table 2: Existing Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	Davidson Pkwy & Walter Way	All-Way Stop-Control	Overall	A	9.9	A	8.1
			EB	A	9.5	A	8.2
			WB	B	10.6	A	8.1
			NB	A	9.4	A	7.7
			SB	A	8.6	A	8.2
2	N. Henry Blvd & Davidson Pkwy/Retail Drwy	Stop-Control	EB	F	99.6	F	>500
			WB	F	178.1	F	>500
			NBL	A	9.7	D	25.3
			SBL	B	13.3	B	11.5
3	N. Henry Pkwy & Lake Spivey Pkwy / Wal-Mart Drwy	Signal Control	Overall	D	43.2	E	67.7
			EB	C	32.7	E	59.6
			WB	E	61.3	E	71.5
			NB	D	39.8	E	62.5
			SB	E	62.3	F	87.7
4	Walter Way & Lake Spivey Pkwy	Signal Control	Overall	B	10.5	A	9.2
			EB	A	0.8	A	2.6
			WB	B	12.8	A	9.4
			NB	E	65.5	E	61.3
			SB	E	62.4	E	58.3
5	Davidson Pkwy & Lake Spivey Pkwy	Signal Control	Overall	B	16.5	B	12.2
			EB	A	6.3	B	12.5
			WB	A	6.9	A	6.3
			NB	E	70.5	E	58.9
			SB	E	71.4	E	67.6
6	I-675 NB Ramps & Lake Spivey Pkwy	Signal Control	Overall	B	10.1	A	5.3
			EB	A	9.0	A	2.1
			WB	A	8.7	A	0.8
			NB	E	69.8	E	73.3
7	I-675 SB Ramps & Lake Spivey Pkwy	Signal Control	Overall	C	22.4	D	45.4
			EB	C	24.0	D	48.8
			WB	A	2.3	A	9.9
			SB	E	57.0	F	81.4

As shown in Table 2, all of the signalized study intersections operate at overall acceptable Levels of Service D or better during the AM and PM peak hours with the exception of N. Henry Boulevard at Lake Spivey Pkwy/Wal-Mart driveway intersection during the PM peak hour with undesirable Levels of Service E. However, several approaches at the study intersections operate at undesirable Levels of Service E or F during both the AM and PM peak hours. This is somewhat expected as there is a significant amount of through traffic on

N. Henry Parkway and on Lake Spivey Parkway, as well as turning traffic, which needs to be serviced.

The unsignalized N. Henry Boulevard at Davidson Parkway/Retail driveway operates at undesirable Levels of Services Capacity F during both the AM and PM peak hours. This is somewhat expected as there is a significant amount of through traffic along N. Henry Boulevard.

Potential mitigation could include signal timing modifications of the Lake Spivey Parkway corridor from Mount Zion Parkway in the west to N. Henry Boulevard in the east. Other long-term improvements could be to widen Lake Spivey Parkway to six-lanes.

D.2 No-Build Capacity

The future analysis year is 2024 with all the same existing facilities in place. The results of the No-Build capacity analysis are shown in Table 3 below. The analysis utilizes the volumes depicted in Figure 5.

Table 3: No-Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	Davidson Pkwy & Walter Way	All-Way Stop-Control	Overall	B	10.1	A	8.1
			EB	A	9.7	A	8.3
			WB	B	10.9	A	8.2
			NB	A	9.6	A	7.7
			SB	A	8.7	A	8.2
2	N. Henry Blvd & Davidson Pkwy/Retail Drwy	Stop-Control	EB	F	152.9	F	>500
			WB	F	269.8	F	>500
			NBL	A	9.8	D	29.0
			SBL	B	13.9	B	11.9
3	N. Henry Pkwy & Lake Spivey Pkwy / Wal-Mart Drwy	Signal Control	Overall	D	44.3	E	76.3
			EB	C	33.2	E	64.8
			WB	E	61.5	E	72.5
			NB	D	41.1	E	76.6
			SB	E	63.9	F	98.5
4	Walter Way & Lake Spivey Pkwy	Signal Control	Overall	B	10.6	A	9.4
			EB	A	0.8	A	2.9
			WB	B	13.1	A	9.6
			NB	E	65.3	E	61.0
			SB	E	62.1	E	57.9
5	Davidson Pkwy & Lake Spivey Pkwy	Signal Control	Overall	B	17.3	B	13.5
			EB	A	7.6	B	13.9
			WB	A	7.4	A	7.6
			NB	E	70.6	E	58.7
			SB	E	72.2	E	67.7
6	I-675 NB Ramps & Lake Spivey Pkwy	Signal Control	Overall	B	10.8	A	5.5
			EB	A	9.7	A	2.4
			WB	A	9.5	A	0.9
			NB	E	70.1	E	74.0
7	I-675 SB Ramps & Lake Spivey Pkwy	Signal Control	Overall	C	23.4	D	54.5
			EB	C	25.7	E	62.9
			WB	A	2.6	B	12.3
			SB	E	57.7	F	89.6

As shown in Table 3, the overall traffic operations at the study intersections are expected to continue to operate at similar Levels of Service during the AM and PM peak hours with slightly higher delays due to background traffic growth with the exception of the eastbound approach at the Lake Spivey Parkway and I-675 southbound ramps intersection, which changes from a LOS D to E during the PM peak hour.

D.3 Build Conditions Capacity Analysis

The future analysis year is 2024 with all the same existing facilities in place and the site generated trips assigned to the network. The results of the Build capacity analysis are shown in Table 4 below. The analysis utilizes the volumes depicted in Figure 11.

Table 4: Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	Davidson Pkwy & Walter Way	All-Way Stop-Control	Overall	B	10.4	A	8.3
			EB	A	9.8	A	8.4
			WB	B	11.4	A	8.3
			NB	A	9.8	A	7.8
			SB	A	8.6	A	8.3
2	N. Henry Blvd & Davidson Pkwy/Retail Drwy	Stop-Control	EB	F	176.1	F	>500
			WB	F	323.3	F	>500
			NBL	A	9.9	D	29.7
			SBL	B	13.8	B	11.9
3	N. Henry Pkwy & Lake Spivey Pkwy / Wal-Mart Drwy	Signal Control	Overall	D	45.9	E	77.3
			EB	C	32.5	E	66.5
			WB	E	61.5	E	72.5
			NB	D	42.8	E	76.9
			SB	E	68.0	F	99.5
4	Walter Way & Lake Spivey Pkwy	Signal Control	Overall	B	10.6	A	9.3
			EB	A	0.8	A	2.5
			WB	B	13.0	A	9.6
			NB	E	65.3	E	61.3
			SB	E	62.1	E	57.9
5	Davidson Pkwy & Lake Spivey Pkwy	Signal Control	Overall	B	18.4	B	17.8
			EB	B	10.2	B	18.8
			WB	A	7.1	A	9.1
			NB	E	70.6	E	64.8
			SB	E	72.2	E	67.7
6	I-675 NB Ramps & Lake Spivey Pkwy	Signal Control	Overall	A	7.6	B	10.8
			EB	A	3.1	A	4.4
			WB	A	8.5	B	11.4
			NB	E	70.3	E	75.7
7	I-675 SB Ramps & Lake Spivey Pkwy	Signal Control	Overall	C	22.7	E	55.1
			EB	C	20.7	E	63.9
			WB	A	3.4	B	13.7
			SB	E	62.3	F	89.7
8	Davidson Pkwy & Site Drwy	Stop-Control	WBL	A	7.8	B	10.1
			NB	B	11.1	A	7.5

As shown in Table 4, the addition of project traffic to the study intersection is anticipated to have an impact on the operation of the study intersections. The development is expected to contribute:

- a total of four trips during the AM peak hour and twelve total trips to the undesirable operating eastbound approach of Davidson Parkway at N. Henry Boulevard.
- a total of 17 trips during the AM peak hour and 16 total trips to the undesirable operating overall traffic signal at N. Henry Boulevard and Lake Spivey Parkway/Walmart Driveway.
- a total of three trips during the AM peak hour and 11 total trips to the undesirable operating northbound approach Walter Way at Lake Spivey Parkway.
- a total of 20 trips during the AM peak hour and 63 total trips to the undesirable operating northbound approach Davidson Parkway at Lake Spivey Parkway. The traffic signal is operating with “split” phasing which is not the most efficient signal configuration. Some potential mitigations include retiming the traffic signal as well as reconfiguring the entire intersection.
- a total of 27 trips during the AM peak hour and 10 total trips to the undesirable operating northbound approach the I-675 Northbound Off-Ramp at Lake Spivey Parkway.
- a total of 26 trips during the AM peak hour and nine total trips to the undesirable operating southbound approach the I-675 southbound off-ramp at Lake Spivey Parkway.

The proposed site driveway northbound approach to the Davidson Parkway intersection is expected to operate at a satisfactory LOS B during the AM peak hour and LOS A during the PM peak hour. The addition of the full access driveway on Davidson Parkway does not impact the functionality of traffic operations along Davidson Parkway.

In summary, the project traffic at the Lake Spivey Parkway at I-675 southbound ramps intersection changes the overall Levels of Service from D to E during the PM peak hour with an increase of just 0.6 seconds. The other study intersections are expected to continue to operate at similar Levels of Service during the AM and PM peak hours with slightly higher delays.

As discussed before, potential mitigation could include signal timing modifications of the Lake Spivey Parkway corridor from Mount Zion Parkway in the west to N. Henry Boulevard in the east. Other long-term improvements could be to widen Lake Spivey Parkway to six-lanes.

E. Recommendations and Conclusions

A new 730,690 square foot warehouse/distribution center comprised of five (5) buildings is planned for construction east of I-675, west of N. Henry Boulevard and south of Lake Spivey Parkway in Stockbridge, Henry County, Georgia. The development will generate 113 trips in the AM peak hour (87 entering and 26 exiting), and 116 trips in the PM peak hour (31 entering and 85 exiting). The new development will have one (1) driveway on the southside of Davidson Parkway located approximately 600 feet west of Walter Way. The project will be developed in a single phase by 2024.

The traffic impact study is required as part of the Developments of Region Impact (DRI) process that was triggered by the proposed rezoning of the subject property. The existing property is currently zoned as a Highway Commercial District (C-3). The property is proposed to be rezoned as Light Manufacturing (M-1).

The development is expected to contribute some trips to intersections with currently undesirable operations on some approaches. These site trips represent a small proportion of the existing volumes at these intersections.

The proposed site driveway northbound approach to the Davidson Parkway intersection is expected to operate at a satisfactory LOS B during the AM peak hour and LOS A during the PM peak hour. The addition of the full access driveway on Davidson Parkway does not impact the functionality of traffic operations along Davidson Parkway.

It should be noted that the Stockbridge City Staff has indicated a heavy truck restriction will be implemented on Davidson Parkway from Walter Way to N. Henry Parkway. Therefore, all heavy trucks expected to be generated by the development will access the site via Davidson Parkway west of the site.

Based on the analysis prepared for the proposed development, improvements at the study intersections are not required to mitigate the impact of the proposed development. Consideration should be given to potential signal timing modifications of the Lake Spivey Parkway corridor from Mount Zion Parkway in the west to N. Henry Parkway in the east. Consideration should be given to widening Lake Spivey Parkway to six-lanes.



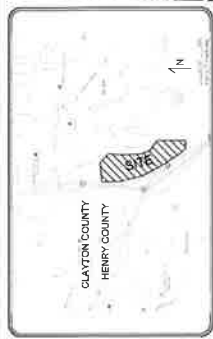
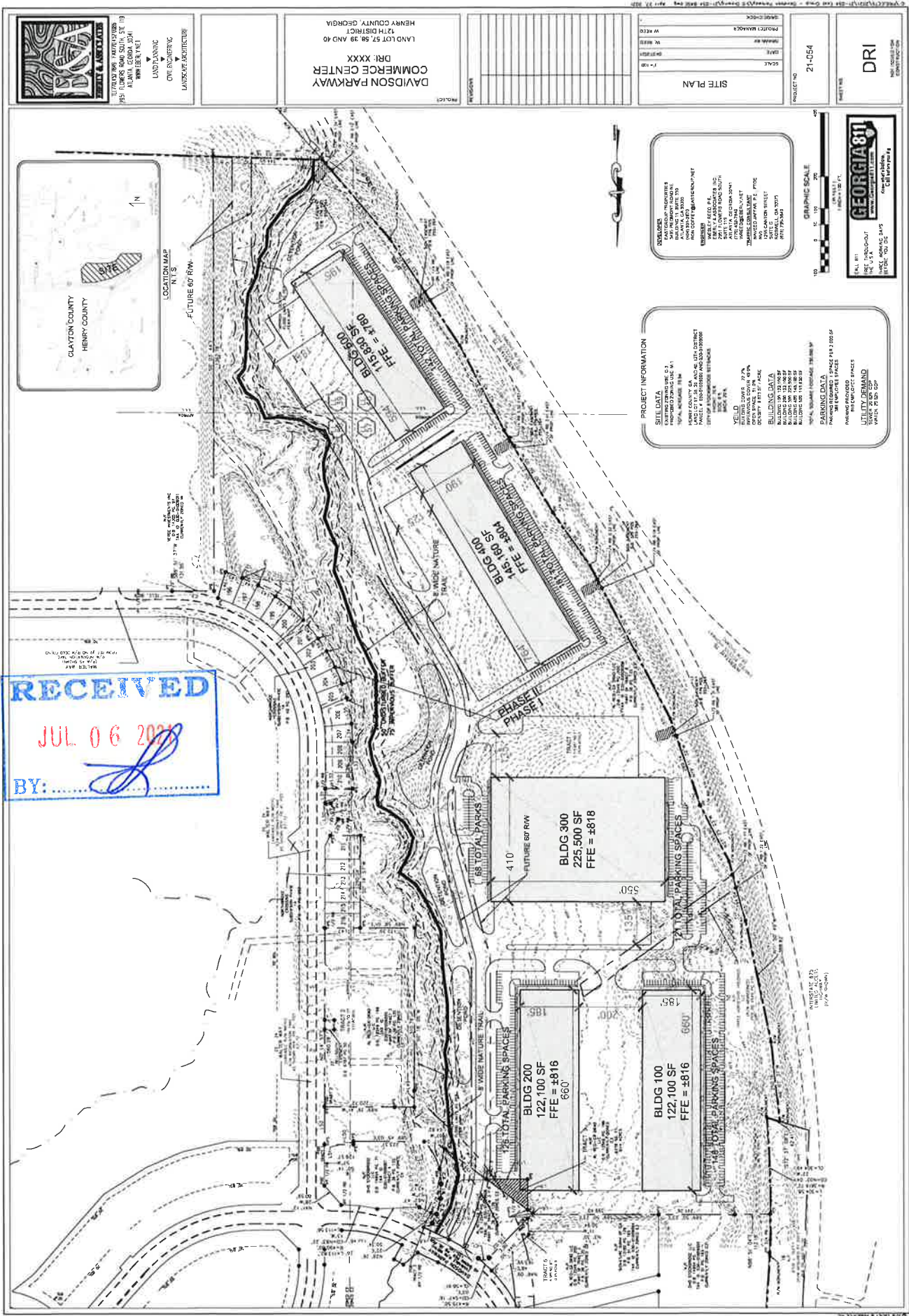
APPENDIX



APPENDIX A

SITE PLAN

RECEIVED
JUL 06 2021
BY: *[Signature]*



LANDSCAPE ARCHITECT
LANDSCAPE ARCHITECTURE
10000 N. 10TH AVE.
SUITE 100
ALPHARETTA, GA 30004
WWW.BELLYN.COM
LANDSCAPE ARCHITECT
CITY ENGINEERING
10000 N. 10TH AVE.
SUITE 100
ALPHARETTA, GA 30004
WWW.BELLYN.COM

DAVIDSON PARKWAY
COMMERCE CENTER
DRI: XXXX
LAND LOT 57, 58, 59 AND 40
HENRY COUNTY, GEORGIA
17TH DISTRICT

NO.	DESCRIPTION
1	AS SHOWN
2	AS SHOWN
3	AS SHOWN
4	AS SHOWN
5	AS SHOWN
6	AS SHOWN
7	AS SHOWN
8	AS SHOWN
9	AS SHOWN
10	AS SHOWN
11	AS SHOWN
12	AS SHOWN
13	AS SHOWN
14	AS SHOWN
15	AS SHOWN
16	AS SHOWN
17	AS SHOWN
18	AS SHOWN
19	AS SHOWN
20	AS SHOWN
21	AS SHOWN
22	AS SHOWN
23	AS SHOWN
24	AS SHOWN
25	AS SHOWN
26	AS SHOWN
27	AS SHOWN
28	AS SHOWN
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31	AS SHOWN
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35	AS SHOWN
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38	AS SHOWN
39	AS SHOWN
40	AS SHOWN
41	AS SHOWN
42	AS SHOWN
43	AS SHOWN
44	AS SHOWN
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46	AS SHOWN
47	AS SHOWN
48	AS SHOWN
49	AS SHOWN
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52	AS SHOWN
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56	AS SHOWN
57	AS SHOWN
58	AS SHOWN
59	AS SHOWN
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61	AS SHOWN
62	AS SHOWN
63	AS SHOWN
64	AS SHOWN
65	AS SHOWN
66	AS SHOWN
67	AS SHOWN
68	AS SHOWN
69	AS SHOWN
70	AS SHOWN
71	AS SHOWN
72	AS SHOWN
73	AS SHOWN
74	AS SHOWN
75	AS SHOWN
76	AS SHOWN
77	AS SHOWN
78	AS SHOWN
79	AS SHOWN
80	AS SHOWN
81	AS SHOWN
82	AS SHOWN
83	AS SHOWN
84	AS SHOWN
85	AS SHOWN
86	AS SHOWN
87	AS SHOWN
88	AS SHOWN
89	AS SHOWN
90	AS SHOWN
91	AS SHOWN
92	AS SHOWN
93	AS SHOWN
94	AS SHOWN
95	AS SHOWN
96	AS SHOWN
97	AS SHOWN
98	AS SHOWN
99	AS SHOWN
100	AS SHOWN

SITE PLAN
SCALE: 1" = 100'
DATE: 06/01/21
PROJECT NO: 21-054
PROJECT NAME: DAVIDSON PARKWAY COMMERCE CENTER
PROJECT MANAGER: [Name]
DRI: XXXX
LAND LOT 57, 58, 59 AND 40
HENRY COUNTY, GEORGIA
17TH DISTRICT

PROJECT INFORMATION

SITE DATA
EXISTING ZONING: C-3
EXISTING LOT AREA: 1.11 AC
TOTAL LOT AREA: 1.11 AC
TOTAL BUILDING AREA: 1.11 AC
TOTAL PARKING SPACES: 1.11 AC
TOTAL DRIVEWAY AREA: 1.11 AC
TOTAL SITE AREA: 1.11 AC
TOTAL SITE PERCENTAGE: 1.11 AC

YIELD
BUILDING COVER: 20.7%
TOTAL PARKING SPACES: 1.11 AC
TOTAL DRIVEWAY AREA: 1.11 AC
TOTAL SITE AREA: 1.11 AC
TOTAL SITE PERCENTAGE: 1.11 AC

BUILDING DATA
BUILDING 100: 122,100 SF
BUILDING 200: 122,100 SF
BUILDING 300: 225,500 SF
BUILDING 400: 148,60 SF
BUILDING 500: 15,830 SF

PARKING DATA
TOTAL PARKING SPACES: 1.11 AC
TOTAL DRIVEWAY AREA: 1.11 AC
TOTAL SITE AREA: 1.11 AC
TOTAL SITE PERCENTAGE: 1.11 AC

UTILITY DEMAND
WATER: 2.0 GPM
SEWER: 2.0 GPM





APPENDIX B
TRAFFIC
COUNT DATA

Project ID: 19-09344-029
Location: Walter Way & Davidson Pkwy
City: Stockbridge

Day: Thursday
Date: 05/09/2019

Groups Printed - Cars, PU, Vans - Heavy Trucks

	Walter Way Northbound						Walter Way Southbound						Davidson Pkwy Eastbound						Davidson Pkwy Westbound						
Start Time	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Int. Total
6:00 AM	12	1	1	0	0	14	1	1	0	0	0	2	0	8	7	0	0	15	0	26	1	0	0	27	58
6:15 AM	9	1	1	0	0	11	1	0	0	0	0	1	0	13	5	0	0	18	0	35	1	0	0	36	66
6:30 AM	6	2	2	0	0	10	0	0	0	0	0	0	0	16	5	0	0	21	2	25	3	0	0	30	61
6:45 AM	16	1	3	0	0	20	4	0	0	0	0	4	0	13	9	0	0	22	0	34	3	0	0	37	83
Total	43	5	7	0	0	55	6	1	0	0	0	7	0	50	26	0	0	76	2	120	8	0	0	130	268
7:00 AM	18	1	3	0	0	22	1	1	0	0	0	2	0	9	8	0	0	17	0	33	1	0	0	34	75
7:15 AM	14	2	4	0	0	20	3	0	0	0	0	3	0	23	12	0	0	35	2	40	8	0	0	50	108
7:30 AM	19	1	9	0	0	29	3	3	1	0	0	7	1	26	11	0	0	38	1	45	5	0	0	51	125
7:45 AM	10	3	2	0	0	15	2	1	0	0	0	3	1	26	10	0	0	37	6	46	16	0	0	68	123
Total	61	7	18	0	0	86	9	5	1	0	0	15	2	84	41	0	0	127	9	164	30	0	0	203	431
8:00 AM	9	0	0	0	0	9	5	0	0	0	0	5	1	21	7	0	0	29	2	46	15	0	0	63	106
8:15 AM	13	3	1	0	0	17	2	3	1	0	0	6	1	32	8	0	0	41	1	42	7	0	0	50	114
8:30 AM	11	3	3	0	0	17	5	2	0	0	0	7	0	26	7	0	0	33	4	44	11	0	0	59	116
8:45 AM	15	1	1	0	0	17	7	1	1	0	0	9	1	30	7	0	0	38	1	35	18	0	0	54	118
Total	48	7	5	0	0	60	19	6	2	0	0	27	3	109	29	0	0	141	8	167	51	0	0	226	454
9:00 AM	7	0	3	0	0	10	10	1	1	0	0	12	0	28	10	0	0	38	2	26	13	0	0	41	101
9:15 AM	16	1	3	0	0	20	8	1	0	0	0	9	1	18	10	0	0	29	0	35	16	0	0	51	109
9:30 AM	9	1	1	0	0	11	7	4	1	0	0	12	0	27	12	0	0	39	0	30	12	0	0	42	104
9:45 AM	12	3	2	0	0	17	8	1	3	0	0	12	1	23	5	0	0	29	3	25	14	0	0	42	100
Total	44	5	9	0	0	58	33	7	5	0	0	45	2	96	37	0	0	135	5	116	55	0	0	176	414
10:00 AM	10	1	1	0	0	12	7	3	0	0	0	10	0	23	8	0	0	31	7	32	11	0	0	50	103
10:15 AM	11	3	1	0	0	15	9	1	2	0	0	12	1	33	6	0	0	40	3	27	7	0	0	37	104
10:30 AM	11	0	2	0	0	13	9	3	2	0	0	14	0	23	3	0	0	26	1	35	16	0	0	52	105
10:45 AM	11	1	3	0	0	15	13	3	1	0	0	17	0	19	7	0	0	26	5	22	13	0	0	40	98
Total	43	5	7	0	0	55	38	10	5	0	0	53	1	98	24	0	0	123	16	116	47	0	0	179	410
11:00 AM	21	8	5	0	0	34	13	4	2	0	0	19	0	30	8	0	0	38	0	24	19	0	0	43	134
11:15 AM	5	3	2	0	0	10	24	3	1	0	0	28	1	35	19	0	0	55	6	17	12	0	0	35	128
11:30 AM	5	4	1	0	0	10	13	5	0	0	0	18	3	26	3	0	0	32	7	36	15	0	0	58	118
11:45 AM	6	2	3	0	0	11	20	1	2	0	0	23	1	41	6	0	0	48	1	35	14	0	0	50	132
Total	37	17	11	0	0	65	70	13	5	0	0	88	5	132	36	0	0	173	14	112	60	0	0	186	512
12:00 PM	8	0	2	0	0	10	12	0	0	0	0	12	0	30	9	0	0	39	1	36	15	0	0	52	113
12:15 PM	17	0	2	0	0	19	18	3	2	0	0	23	1	18	9	0	0	28	1	24	14	0	0	39	109
12:30 PM	7	1	2	0	0	10	15	0	4	0	0	19	1	22	11	0	0	34	0	30	15	0	0	45	108
12:45 PM	7	3	4	0	0	14	19	1	5	0	0	25	2	34	11	0	0	47	5	28	16	0	0	49	135
Total	39	4	10	0	0	53	64	4	11	0	0	79	4	104	40	0	0	148	7	118	60	0	0	185	465
1:00 PM	14	4	1	0	0	19	14	1	0	0	0	15	0	32	7	0	0	39	2	34	22	0	0	58	131
1:15 PM	5	2	6	0	0	13	20	4	2	0	0	26	3	37	8	0	0	48	2	36	19	0	0	57	144
1:30 PM	14	1	5	0	0	20	15	2	3	0	0	20	0	26	11	0	0	37	2	43	13	0	0	58	135
1:45 PM	15	2	3	0	0	20	10	1	2	0	0	13	2	37	10	0	0	49	2	38	20	0	0	60	142
Total	48	9	15	0	0	72	59	8	7	0	0	74	5	132	36	0	0	173	8	151	74	0	0	233	552
2:00 PM	12	2	1	0	0	15	11	4	2	0	0	17	1	31	12	0	0	44	5	38	32	0	0	75	151
2:15 PM	7	3	1	0	0	11	15	1	4	0	0	20	1	38	10	0	0	49	0	30	17	0	0	47	127
2:30 PM	52	8	15	0	0	75	15	2	1	0	0	18	2	37	4	0	0	43	3	30	18	0	0	51	187
2:45 PM	16	5	3	0	0	24	19	1	2	0	0	22	0	35	8	0	0	43	2	22	22	0	0	46	135
Total	87	18	20	0	0	125	60	8	9	0	0	77	4	141	34	0	0	179	10	120	89	0	0	219	600
3:00 PM	14	7	3	0	0	24	20	2	4	0	0	26	1	46	6	0	0	53	2	36	11	0	0	49	152
3:15 PM	12	5	0	0	0	17	22	1	2	0	0	25	2	34	11	0	0	47	2	32	20	0	0	54	143
3:30 PM	11	2	5	0	0	18	14	3	1	1	0	19	4	44	15	0	0	63	3	36	19	0	0	58	158
3:45 PM	7	0	4	0	0	11	19	0	2	0	0	21	4	38	12	0	0	54	6	31	23	0	0	60	146
Total	44	14	12	0	0	70	75	6	9	1	0	91	11	162	44	0	0	217	13	135	73	0	0	221	599
4:00 PM	6	3	8	0	0	17	10	1	2	0	0	13	1	48	17	0	0	66	5	39	34	0	0	78	174
4:15 PM	5	3	1	0	0	9	20	4	6	0	0	30	1	56	10	0	0	67	5	36	24	0	0	65	171
4:30 PM	6	0	2	0	0	8	27	4	3	0	0	34	1	56	11	0	0	68	0	41	23	0	0	64	174
4:45 PM	11	3	3	0	0	17	16	0	2	0	0	18	0	48	16	0	0	64	7	42	14	0	0	63	162
Total	28	9	14	0	0	51	73	9	13	0	0	95	3	208	54	0	0	265	17	158	95	0	0	270	681
5:00 PM	5	2	4	0	0	11	28	1	0	0	0	29	0	68	11	0	0	79	3	44	18	0	0	65	184

Project ID: 19-09344-029

Location: Walter Way & Davidson Pkwy
City: StockbridgeDay: Thursday
Date: 05/09/2019

PEAK HOURS

AM

	Walter Way Northbound					Walter Way Southbound					Davidson Pkwy Eastbound					Davidson Pkwy Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 06:00 AM to 10:00 AM																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
7:30 AM	19	1	9	0	29	3	3	1	0	7	1	26	11	0	38	1	45	5	0	51	125
7:45 AM	10	3	2	0	15	2	1	0	0	3	1	26	10	0	37	6	46	16	0	68	123
8:00 AM	9	0	0	0	9	5	0	0	0	5	1	21	7	0	29	2	46	15	0	63	106
8:15 AM	13	3	1	0	17	2	3	1	0	6	1	32	8	0	41	1	42	7	0	50	114
Total Volume	51	7	12	0	70	12	7	2	0	21	4	105	36	0	145	10	179	43	0	232	468
% App. Total	72.9	10.0	17.1	0.0	100	57.1	33.3	9.5	0.0	100	2.8	72.4	24.8	0.0	100	4.3	77.2	18.5	0.0	100	
PHF	0.603					0.750					0.884					0.853					0.936
Cars, PU, Vans	51	7	12	0	70	12	7	2	0	21	4	105	36	0	145	10	179	43	0	232	468
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0

NOON

	Walter Way Northbound					Walter Way Southbound					Davidson Pkwy Eastbound					Davidson Pkwy Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 10:00 AM to 02:00 PM																					
Peak Hour for Entire Intersection Begins at 01:00 PM																					
1:00 PM	14	4	1	0	19	14	1	0	0	15	0	32	7	0	39	2	34	22	0	58	131
1:15 PM	5	2	6	0	13	20	4	2	0	26	3	37	8	0	48	2	36	19	0	57	144
1:30 PM	14	1	5	0	20	15	2	3	0	20	0	26	11	0	37	2	43	13	0	58	135
1:45 PM	15	2	3	0	20	10	1	2	0	13	2	37	10	0	49	2	38	20	0	60	142
Total Volume	48	9	15	0	72	59	8	7	0	74	5	132	36	0	173	8	151	74	0	233	552
% App. Total	66.7	12.5	20.8	0.0	100	79.7	10.8	9.5	0.0	100	2.9	76.3	20.8	0.0	100	3.4	64.8	31.8	0.0	100	
PHF	0.900					0.712					0.883					0.971					0.958
Cars, PU, Vans	48	9	15	0	72	59	8	7	0	74	5	132	36	0	173	8	151	74	0	233	552
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0

PM

	Walter Way Northbound					Walter Way Southbound					Davidson Pkwy Eastbound					Davidson Pkwy Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 02:00 PM to 07:00 PM																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
5:00 PM	5	2	4	0	11	28	1	0	0	29	0	68	11	0	79	3	44	18	0	65	184
5:15 PM	11	1	2	0	14	14	3	0	0	17	0	70	13	0	83	2	42	14	0	58	172
5:30 PM	5	0	5	0	10	13	3	3	0	19	0	66	8	0	74	3	38	20	0	61	164
5:45 PM	8	1	5	0	14	12	1	0	0	13	1	64	8	0	73	2	57	15	0	74	174
Total Volume	29	4	16	0	49	67	8	3	0	78	1	268	40	0	309	10	181	67	0	258	694
% App. Total	59.2	8.2	32.7	0.0	100	85.9	10.3	3.8	0.0	100	0.3	86.7	12.9	0.0	100	3.9	70.2	26.0	0.0	100	
PHF	0.875					0.672					0.931					0.872					0.943
Cars, PU, Vans	29	4	16	0	49	67	8	3	0	78	1	268	40	0	309	10	181	67	0	258	694
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0

Project ID: 19-09344-006

Location: SR 42-138/US 23/N Henry Blvd & Davidson Pkwy/ Payless ShoeSource Dwy

City: Stockbridge

Day: Thursday

Date: 05/09/2019

Groups Printed - Cars, PU, Vans - Heavy Trucks

	SR 42-138/US 23/N Henry Blvd Northbound						SR 42-138/US 23/N Henry Blvd Southbound						Davidson Pkwy/ Payless ShoeSource Dwy Eastbound						Davidson Pkwy/ Payless ShoeSource Dwy Westbound						
Start Time	Left	Thru	Rgt	Uturn	Peds	App Total	Left	Thru	Rgt	Uturn	Peds	App Total	Left	Thru	Rgt	Uturn	Peds	App Total	Left	Thru	Rgt	Uturn	Peds	App Total	Int. Total
6:00 AM	1	212	2	0	0	215	2	51	2	0	0	55	4	2	3	0	0	9	2	0	0	0	0	2	281
6:15 AM	3	225	3	0	0	231	3	73	4	0	0	80	4	1	8	0	0	13	3	0	1	0	0	4	328
6:30 AM	5	290	2	0	0	297	0	88	3	0	0	91	10	0	6	0	0	16	1	1	1	0	0	3	407
6:45 AM	8	278	3	0	0	289	1	104	2	0	0	107	12	0	11	0	0	23	1	0	2	0	0	3	422
Total	17	1005	10	0	0	1032	6	316	11	0	0	333	30	3	28	0	0	61	7	1	4	0	0	12	1438
7:00 AM	9	314	0	0	0	323	0	154	6	0	0	160	7	1	9	0	0	17	0	1	0	0	0	1	501
7:15 AM	15	357	8	0	0	380	1	116	0	0	0	117	5	0	27	0	0	32	3	0	2	0	0	5	534
7:30 AM	25	326	8	0	0	359	0	177	4	0	0	181	5	0	14	0	0	19	6	0	4	0	0	10	569
7:45 AM	26	301	6	0	0	333	4	171	11	0	0	186	10	1	8	0	0	19	1	1	4	0	0	6	544
Total	75	1298	22	0	0	1395	5	618	21	0	0	644	27	2	58	0	0	87	10	2	10	0	0	22	2148
8:00 AM	15	297	3	0	0	315	4	156	9	0	0	169	5	2	14	0	0	21	2	2	6	0	0	10	515
8:15 AM	15	287	5	0	0	307	2	169	7	1	0	179	4	1	16	0	0	21	2	1	4	0	0	7	514
8:30 AM	31	275	6	0	0	312	3	161	10	0	0	174	2	0	10	0	0	12	4	2	4	0	0	10	508
8:45 AM	11	254	3	0	0	268	5	167	9	0	0	181	0	1	15	0	0	16	2	0	6	0	0	8	473
Total	72	1113	17	0	0	1202	14	653	35	1	0	703	11	4	55	0	0	70	10	5	20	0	0	35	2010
9:00 AM	16	233	5	0	0	254	5	142	15	0	0	162	3	3	13	0	0	19	2	0	7	0	0	9	444
9:15 AM	11	232	8	0	0	251	6	155	7	0	0	168	6	0	20	0	0	26	2	1	7	0	0	10	455
9:30 AM	15	244	6	0	0	265	9	204	7	0	0	220	7	0	18	0	0	25	4	1	10	0	0	15	525
9:45 AM	22	199	3	0	0	224	4	180	11	0	0	195	6	1	13	0	0	20	4	1	11	0	0	16	455
Total	64	908	22	0	0	994	24	681	40	0	0	745	22	4	64	0	0	90	12	3	35	0	0	50	1879
10:00 AM	20	223	9	1	0	253	10	181	9	0	0	200	4	4	17	0	0	25	4	1	5	0	0	10	488
10:15 AM	14	206	8	1	0	229	7	221	14	0	0	242	3	0	20	0	0	23	7	1	11	0	0	19	513
10:30 AM	15	246	8	0	0	269	7	226	6	1	0	240	6	3	16	0	0	25	8	2	13	0	0	23	557
10:45 AM	19	191	10	0	0	220	6	203	15	0	0	224	8	1	19	0	0	28	5	0	10	0	0	15	487
Total	68	866	35	2	0	971	30	831	44	1	0	906	21	8	72	0	0	101	24	4	39	0	0	67	2045
11:00 AM	30	214	12	0	0	256	11	211	10	1	0	233	10	1	25	0	0	36	7	0	15	0	0	22	547
11:15 AM	26	214	3	0	0	243	19	226	13	0	0	258	6	2	18	0	0	26	4	1	9	0	0	14	541
11:30 AM	21	230	6	0	0	257	9	217	19	0	0	245	9	0	21	0	0	30	6	0	5	0	0	11	543
11:45 AM	17	205	3	0	0	225	9	240	7	0	0	256	8	2	31	0	0	41	4	1	6	0	0	11	533
Total	94	863	24	0	0	981	48	894	49	1	0	992	33	5	95	0	0	133	21	2	35	0	0	58	2164
12:00 PM	22	255	11	0	0	288	5	212	8	0	0	225	8	1	18	0	0	27	4	2	10	0	0	16	556
12:15 PM	9	247	7	0	0	263	5	227	12	0	0	244	8	1	21	0	0	30	7	2	9	0	0	18	555
12:30 PM	16	232	5	0	0	253	8	221	18	0	0	247	7	3	19	0	0	29	7	1	11	0	0	19	548
12:45 PM	23	242	8	0	0	273	10	247	11	0	0	268	5	2	21	0	0	28	6	1	11	0	0	18	587
Total	70	976	31	0	0	1077	28	907	49	0	0	984	28	7	79	0	0	114	24	6	41	0	0	71	2246
1:00 PM	27	244	4	0	0	275	5	264	14	0	0	283	5	1	23	0	0	29	6	5	17	0	0	28	615
1:15 PM	20	226	7	0	0	253	7	227	9	0	0	243	4	0	24	0	0	28	4	1	13	0	0	18	542
1:30 PM	20	229	11	0	0	260	2	251	10	1	0	264	3	0	16	0	0	19	6	0	8	0	0	14	557
1:45 PM	17	225	7	0	0	249	9	273	9	0	0	291	3	1	16	0	0	20	12	1	14	0	0	27	587
Total	84	924	29	0	0	1037	23	1015	42	1	0	1081	15	2	79	0	0	96	28	7	52	0	0	87	2301
2:00 PM	8	212	5	0	0	225	10	284	11	0	0	305	3	0	27	0	0	30	5	0	8	0	0	13	573
2:15 PM	15	225	3	0	0	243	12	253	19	0	0	284	4	2	26	0	0	32	7	0	11	0	0	18	577
2:30 PM	19	250	8	0	0	277	9	269	8	0	0	286	7	1	30	0	0	38	4	1	8	0	0	13	614
2:45 PM	21	245	12	0	0	278	9	300	15	0	0	324	6	0	26	0	0	32	2	0	15	0	0	17	651
Total	63	932	28	0	0	1023	40	1106	53	0	0	1199	20	3	109	0	0	132	18	1	42	0	0	61	2415
3:00 PM	19	234	7	0	0	260	5	288	20	0	0	313	4	2	19	0	0	25	10	1	4	0	0	15	613
3:15 PM	16	218	5	0	0	239	11	318	13	1	0	343	4	1	25	0	0	30	5	2	11	0	0	18	630
3:30 PM	17	244	8	0	0	269	13	310	10	0	0	333	4	0	24	0	0	28	10	4	12	0	0	26	656
3:45 PM	25	253	5	1	0	284	9	334	17	1	0	361	3	0	21	0	0	24	3	2	9	0	0	14	683
Total	77	949	25	1	0	1052	38	1250	60	2	0	1350	15	3	89	0	0	107	28	9	36	0	0	73	2582
4:00 PM	28	239	7	0	0	274	1	338	17	0	0	356	9	0	20	0	0	29	5	1	9	0	0	15	674
4:15 PM	24	217	4	0	0	245	3	344	14	0	0	361	6	3	22	0	0	31	5	1	14	0	0	20	657
4:30 PM	28	258	9	0	0	295	15	347	13	1	0	376	5	4	27	0	0	36	5	1	15	0	0	21	728
4:45 PM	19	233	10	0	0	262	10	387	20	0	0	417	8	1	22	0	0	31	11	1	11	0	0	23	733
Total	99	947	30	0	0	1076	29	1416	64	1	0	1510	28	8	91	0	0	127	26	4					

Location: SR 42-138/US 23/N Henry Blvd & Davidson Pkwy/ F
City: Stockbridge

Day: Thursday
Date: 05/09/2019

City: Stockbridge

NOON																				
	SR 42-138/US 23/N Henry Blvd Northbound					SR 42-138/US 23/N Henry Blvd Southbound					Widson Pkwy/ Payless ShoeSource Eastbound					Widson Pkwy/ Payless ShoeSource Westbound				
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total
Peak Hour Analysis from 10:00 AM to 02:00 PM																				
Peak Hour for Entire Intersection Begins at 12:15 PM																				

PM																					
	SR 42-138/US 23/N Henry Blvd Northbound					SR 42-138/US 23/N Henry Blvd Southbound					Widson Pkwy/ Payless ShoeSource Eastbound			Widson Pkwy/ Payless ShoeSource Westbound							
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 02:00 PM to 07:00 PM																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					

4:45 PM	19	233	10	0	262	10	387	20	0	417	8	1	22	0	31	11	1	11	0	23	73
5:00 PM	30	222	11	0	263	8	412	22	0	442	5	0	30	0	35	7	0	11	0	18	80
5:15 PM	24	266	10	0	300	9	414	26	0	449	4	0	32	0	36	10	0	11	0	21	80
5:30 PM	24	248	9	0	281	14	441	14	0	469	5	2	23	0	30	8	1	12	0	21	80
Total Volume	97	969	40	0	1106	41	1654	82	0	1777	22	3	107	0	132	36	2	45	0	83	309
% App. Total	8.8	87.6	3.6	0.0	100	2.3	93.1	4.6	0.0	100	16.7	2.3	81.1	0.0	100	43.4	2.4	54.2	0.0	100	0.96
PHF					0.922					0.947					0.917					0.902	
Cars, PU, Vans	97	969	40	0	1106	41	1654	82	0	1777	22	3	107	0	132	36	2	45	0	83	309
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0

Groups Printed - Cars, PU, Vans - Heavy Trucks																										
SR 42/US 23/N Henry Blvd							SR 42/US 23/N Henry Blvd							SR 138/Lake Spivey Pkwy												
Northbound							Southbound							Eastbound			Westbound									
Start Time	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Int. Total							
7:00 AM	165	145	18	0	0	328	5	46	35	0	0	86	21	11	79	0	0	111	9	10	3	0	0	22	547	
7:15 AM	193	144	18	0	0	355	3	45	43	0	2	91	16	18	83	0	1	117	9	12	15	0	0	36	599	
7:30 AM	169	133	8	0	0	310	5	64	42	0	1	111	29	11	101	0	1	141	12	21	10	0	0	43	605	
7:45 AM	196	131	10	0	0	337	5	64	39	0	0	108	18	28	108	0	1	154	10	19	8	0	1	37	636	
Total	723	553	54	0	0	1330	18	219	159	0	3	396	84	68	371	0	3	523	40	62	36	0	1	138	2387	
8:00 AM	180	101	9	0	0	290	12	62	32	0	0	106	24	21	98	0	0	143	10	10	18	0	0	38	577	
8:15 AM	173	108	11	0	0	292	10	67	40	0	0	117	27	23	109	0	0	159	7	21	12	0	0	40	608	
8:30 AM	192	99	18	0	0	309	13	56	42	0	1	111	27	18	106	0	0	151	14	17	15	0	0	46	617	
8:45 AM	154	93	17	0	0	264	6	65	33	0	0	104	17	17	102	0	0	136	11	22	24	0	0	57	561	
Total	699	401	55	0	0	1155	41	250	147	0	1	438	95	79	415	0	0	589	42	70	69	0	0	0	181	2363
BREAK																										
4:00 PM	148	87	13	0	0	248	12	107	35	0	3	154	49	35	229	0	0	313	31	26	27	0	1	84	799	
4:15 PM	147	98	14	0	0	259	15	112	31	0	1	156	65	43	219	0	1	327	42	38	20	0	0	100	844	
4:30 PM	147	79	21	0	0	247	17	117	36	0	3	170	49	40	235	0	0	324	19	23	27	0	0	69	810	
4:45 PM	154	91	23	0	0	268	17	156	30	0	2	203	67	39	247	0	0	353	30	34	21	0	1	85	909	
Total	596	355	71	0	0	1022	61	492	132	0	9	685	230	157	930	0	1	1317	122	121	95	0	2	338	3362	
5:00 PM	145	82	14	0	0	241	15	147	40	0	1	202	46	47	258	0	0	351	24	35	32	0	1	91	885	
5:15 PM	155	84	22	0	0	261	17	151	29	0	5	197	71	48	279	0	0	398	32	45	36	0	0	113	969	
5:30 PM	167	95	14	0	0	276	19	154	26	0	0	199	56	39	290	0	0	385	34	49	28	0	0	111	971	
5:45 PM	154	99	21	0	1	274	19	127	29	0	2	175	58	39	250	0	0	347	35	43	30	0	1	108	904	
Total	621	360	71	0	1	1052	70	579	124	0	8	773	231	173	1077	0	0	1481	125	172	126	0	2	423	3729	
Grand Total	2639	1669	251	0	1	4559	190	1540	562	0	21	2292	640	477	2793	0	4	3910	329	425	326	0	5	1080	11841	
Apprch %	57.9	36.6	5.5	0.0	0.0		8.3	67.2	24.5	0.0	0.9		16.4	12.2	71.4	0.0	0.1		30.5	39.4	30.2	0.0	0.5			
Total %	22.3	14.1	2.1	0.0	0.0	38.5	1.6	13.0	4.7	0.0	0.2	19.4	5.4	4.0	23.6	0.0	0.0	33.0	2.8	3.6	2.8	0.0	0.0	9.1		
Cars, PU, Vans	2556	1623	247	0	1	4426	186	1498	553	0	21	2237	633	469	2703	0	3805	324	415	323	323	5	1062	11530		
% Cars, PU, Vans	96.9	97.2	98.4	0.0	100.0	97.1	97.9	97.3	98.4	0.0	100.0	97.6	98.9	98.3	96.8	0.0	0.0	97.3	98.5	97.6	98.1	0.0	100.0	98.3	97.4	
Heavy Trucks	83	46	4	0	0	133	4	42	9	0	0	55	7	8	90	0	0	105	5	10	3	0	0	18	311	
%Heavy Trucks	3.1	2.8	1.6	0.0	0.0	2.9	2.1	2.7	1.6	0.0	0.0	2.4	1.1	1.7	3.2	0.0	0.0	2.7	1.5	2.4	0.9	0.0	0.0	1.7	2.6	

Project ID: 19-09344-007

Location: SR 42/US 23/N Henry Blvd & SR 138/Lake Spivey P

City: Stockbridge

PEAK HOURS

Day: Thursday
Date: 05/09/2019

AM

	SR 42/US 23/N Henry Blvd Northbound					SR 42/US 23/N Henry Blvd Southbound					SR 138/Lake Spivey Pkwy Eastbound					SR 138/Lake Spivey Pkwy Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total

Peak Hour Analysis from 07:00 AM to 09:00 AM

Peak Hour for Entire Intersection Begins at 07:45 AM

7:45 AM	196	131	10	0	337	5	64	39	0	108	18	28	108	0	154	10	19	8	0	37	636
8:00 AM	180	101	9	0	290	12	62	32	0	106	24	21	98	0	143	10	10	18	0	38	577
8:15 AM	173	108	11	0	292	10	67	40	0	117	27	23	109	0	159	7	21	12	0	40	608
8:30 AM	192	99	18	0	309	13	56	42	0	111	27	18	106	0	151	14	17	15	0	46	617
Total Volume	741	439	48	0	1228	40	249	153	0	442	96	90	421	0	607	41	67	53	0	161	2438
% App. Total	60.3	35.7	3.9	0.0	100	9.0	56.3	34.6	0.0	100	15.8	14.8	69.4	0.0	100	25.5	41.6	32.9	0.0	100	
PHF	0.911					0.944					0.954					0.875					0.958
Cars, PU, Vans	718	424	46	0	1188	39	235	151	0	425	96	87	396	0	579	39	63	53	0	155	2347
% Cars, PU, Vans	96.9	96.6	95.8	0.0	96.7	97.5	94.4	98.7	0.0	96.2	100.0	96.7	94.1	0.0	95.4	95.1	94.0	100.0	0.0	96.3	96.3
Heavy Trucks	23	15	2	0	40	1	14	2	0	17	0	3	25	0	28	2	4	0	0	6	91
% Heavy Trucks	3.1	3.4	4.2	0.0	3.3	2.5	5.6	1.3	0.0	3.8	0.0	3.3	5.9	0.0	4.6	4.9	6.0	0.0	0.0	3.7	3.7

PM

	SR 42/US 23/N Henry Blvd Northbound					SR 42/US 23/N Henry Blvd Southbound					SR 138/Lake Spivey Pkwy Eastbound					SR 138/Lake Spivey Pkwy Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total

Peak Hour Analysis from 04:00 PM to 06:00 PM

Peak Hour for Entire Intersection Begins at 04:45 PM

4:45 PM	154	91	23	0	268	17	156	30	0	203	67	39	247	0	353	30	34	21	0	85	909
5:00 PM	145	82	14	0	241	15	147	40	0	202	46	47	258	0	351	24	35	32	0	91	885
5:15 PM	155	84	22	0	261	17	151	29	0	197	71	48	279	0	398	32	45	36	0	113	969
5:30 PM	167	95	14	0	276	19	154	26	0	199	56	39	290	0	385	34	49	28	0	111	971
Total Volume	621	352	73	0	1046	68	608	125	0	801	240	173	1074	0	1487	120	163	117	0	400	3734
% App. Total	59.4	33.7	7.0	0.0	100	8.5	75.9	15.6	0.0	100	16.1	11.6	72.2	0.0	100	30.0	40.8	29.3	0.0	100	
PHF	0.947					0.986					0.934					0.885					0.961
Cars, PU, Vans	596	346	72	0	1014	68	601	123	0	792	238	173	1050	0	1461	120	161	116	0	397	3664
% Cars, PU, Vans	96.0	98.3	98.6	0.0	96.9	100.0	98.8	98.4	0.0	98.9	99.2	100.0	97.8	0.0	98.3	100.0	98.8	99.1	0.0	99.3	98.1
Heavy Trucks	25	6	1	0	32	0	7	2	0	9	2	0	24	0	26	0	2	1	0	3	70
% Heavy Trucks	4.0	1.7	1.4	0.0	3.1	0.0	1.2	1.6	0.0	1.1	0.8	0.0	2.2	0.0	1.7	0.0	1.2	0.9	0.0	0.8	1.9

Project ID: 19-09344-009
Location: Walter Way & SR 138/Lake Spivey Pkwy/Stockbridge Rd
City: Stockbridge

Day: Thursday
Date: 05/09/2019

Groups Printed - Cars, PU, Vans - Heavy Trucks

Start Time	Walter Way Northbound						Walter Way Southbound						SR 138/Lake Spivey Pkwy/Stockbridge Rd Eastbound						SR 138/Lake Spivey Pkwy/Stockbridge Rd Westbound						Int. Total
	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	
7:00 AM	6	0	3	0	0	9	0	0	1	0	0	1	0	108	4	0	0	112	3	216	0	0	0	219	341
7:15 AM	10	1	4	0	0	15	0	1	0	0	0	1	0	129	5	0	0	134	3	257	0	0	0	260	410
7:30 AM	12	0	4	0	0	16	0	0	1	0	0	1	1	148	8	0	0	157	5	229	1	0	0	235	409
7:45 AM	7	0	7	0	0	14	0	0	4	0	0	4	1	156	13	0	0	170	3	261	1	0	0	265	453
Total	35	1	18	0	0	54	0	1	6	0	0	7	2	541	30	0	0	573	14	963	2	0	0	979	1613
8:00 AM	11	0	1	0	0	12	1	0	0	0	0	1	0	156	10	0	0	166	6	230	2	0	0	238	417
8:15 AM	9	0	6	0	0	15	0	0	1	0	0	1	1	175	9	0	0	185	7	256	1	0	0	264	465
8:30 AM	21	1	9	0	0	31	0	1	2	0	0	3	1	168	12	0	0	181	9	255	0	0	0	264	479
8:45 AM	12	0	14	0	0	26	0	1	1	0	0	2	2	167	19	0	0	186	7	216	5	0	0	228	444
Total	53	1	30	0	0	84	1	2	4	0	0	7	4	666	50	0	0	720	29	957	8	0	0	994	1805

BREAK

4:00 PM	25	1	31	0	0	57	9	1	6	0	0	16	7	321	22	0	0	350	12	209	6	0	0	227	650
4:15 PM	21	3	32	0	0	56	4	0	8	0	0	12	5	311	25	0	0	341	15	222	3	0	0	240	649
4:30 PM	23	0	16	0	0	39	3	3	9	0	0	15	5	332	25	0	0	362	11	210	6	0	0	227	643
4:45 PM	26	1	17	0	0	44	2	3	7	0	0	12	10	365	14	0	0	389	9	242	3	0	0	254	699
Total	95	5	96	0	0	196	18	7	30	0	0	55	27	1329	86	0	0	1442	47	883	18	0	0	948	2641
5:00 PM	15	0	27	0	0	42	5	2	5	0	0	12	2	370	20	0	0	392	10	226	5	0	0	241	687
5:15 PM	27	0	10	0	0	37	2	0	3	0	0	5	4	421	16	1	0	442	13	252	5	0	0	270	754
5:30 PM	17	2	22	0	0	41	1	3	10	0	0	14	7	427	10	0	0	444	12	245	10	0	0	267	766
5:45 PM	10	3	12	0	0	25	2	2	6	0	0	10	10	371	9	0	0	390	6	255	5	0	0	266	691
Total	69	5	71	0	0	145	10	7	24	0	0	41	23	1589	55	1	0	1668	41	978	25	0	0	1044	2898
Grand Total	252	12	215	0	0	479	29	17	64	0	0	110	56	4125	221	1	0	4403	131	3781	53	0	0	3965	8957
Approch %	52.6	2.5	44.9	0.0	0.0	5.3	26.4	15.5	58.2	0.0	0.0	1.2	1.3	93.7	5.0	0.0	0.0	49.2	3.3	95.4	1.3	0.0	0.0	44.3	
Total %	2.8	0.1	2.4	0.0	0.0	5.3	0.3	0.2	0.7	0.0	0.0	1.2	0.6	46.1	2.5	0.0	0.0	49.2	1.5	42.2	0.6	0.0	0.0	44.3	
Cars, PU, Vans	252	12	215	0	0	479	29	17	64	0	0	110	56	4125	221	1	0	4403	131	3781	53	0	0	3965	8957
% Cars, PU, Vans	100.0	100.0	100.0	0.0	0.0	100.0	100.0	100.0	100.0	0.0	0.0	100.0	100.0	100.0	100.0	0.0	0.0	100.0	100.0	100.0	0.0	0.0	0.0	100.0	100.0

Project ID: 19-09344-009

Location: Walter Way & SR 138/Lake Spivey Pkwy/Stockbridge

City: Stockbridge

PEAK HOURS

Day: Thursday
Date: 05/09/2019

AM

Walter Way Northbound					Walter Way Southbound					138/Lake Spivey Pkwy/Stockbridge Eastbound					138/Lake Spivey Pkwy/Stockbridge Westbound						
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 07:00 AM to 09:00 AM																					
Peak Hour for Entire Intersection Begins at 07:45 AM																					
7:45 AM	7	0	7	0	14	0	0	4	0	4	1	156	13	0	170	3	261	1	0	265	453
8:00 AM	11	0	1	0	12	1	0	0	0	1	0	156	10	0	166	6	230	2	0	238	417
8:15 AM	9	0	6	0	15	0	0	1	0	1	1	175	9	0	185	7	256	1	0	264	465
8:30 AM	21	1	9	0	31	0	1	2	0	3	1	168	12	0	181	9	255	0	0	264	479
Total Volume	48	1	23	0	72	1	1	7	0	9	3	655	44	0	702	25	1002	4	0	1031	1814
% App. Total	66.7	1.4	31.9	0.0	100	11.1	11.1	77.8	0.0	100	0.4	93.3	6.3	0.0	100	2.4	97.2	0.4	0.0	100	
PHF	0.581					0.563					0.949					0.973					0.947
Cars, PU, Vans	48	1	23	0	72	1	1	7	0	9	3	655	44	0	702	25	1002	4	0	1031	1814
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0

PM

Walter Way Northbound					Walter Way Southbound					138/Lake Spivey Pkwy/Stockbridge Eastbound					138/Lake Spivey Pkwy/Stockbridge Westbound						
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 04:00 PM to 06:00 PM																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
4:45 PM	26	1	17	0	44	2	3	7	0	12	10	365	14	0	389	9	242	3	0	254	699
5:00 PM	15	0	27	0	42	5	2	5	0	12	2	370	20	0	392	10	226	5	0	241	687
5:15 PM	27	0	10	0	37	2	0	3	0	5	4	421	16	1	442	13	252	5	0	270	754
5:30 PM	17	2	22	0	41	1	3	10	0	14	7	427	10	0	444	12	245	10	0	267	766
Total Volume	85	3	76	0	164	10	8	25	0	43	23	1583	60	1	1667	44	965	23	0	1032	2906
% App. Total	51.8	1.8	46.3	0.0	100	23.3	18.6	58.1	0.0	100	1.4	95.0	3.6	0.1	100	4.3	93.5	2.2	0.0	100	
PHF	0.932					0.768					0.939					0.956					0.948
Cars, PU, Vans	85	3	76	0	164	10	8	25	0	43	23	1583	60	1	1667	44	965	23	0	1032	2906
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0

Project ID: 19-09344-011
 Location: Davidson Pkwy & SR 138/Lake Spivey Pkwy/Stockbridge Rd
 City: Stockbridge

Day: Thursday
 Date: 05/09/2019

Groups Printed - Cars, PU, Vans - Heavy Trucks

Start Time	Davidson Pkwy Northbound						Davidson Pkwy Southbound						SR 138/Lake Spivey Pkwy/Stockbridge Rd Eastbound						SR 138/Lake Spivey Pkwy/Stockbridge Rd Westbound						Int. Total
	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	
7:00 AM	52	2	4	0	0	58	6	2	20	0	0	28	12	132	21	0	0	165	2	236	9	0	0	247	498
7:15 AM	46	3	4	0	0	53	2	4	15	0	0	21	14	150	36	0	0	200	0	287	11	0	0	298	572
7:30 AM	74	5	3	0	0	82	6	2	25	0	0	33	22	165	60	0	0	247	5	257	16	0	0	278	640
7:45 AM	45	2	0	0	0	47	4	3	33	2	0	42	19	197	47	0	0	263	2	290	12	0	0	304	656
Total	217	12	11	0	0	240	18	11	93	2	0	124	67	644	164	0	0	875	9	1070	48	0	0	1127	2366
8:00 AM	57	1	5	0	0	63	8	3	22	0	0	33	21	171	32	0	0	224	5	227	14	0	0	246	566
8:15 AM	55	0	5	0	0	60	9	1	22	0	0	32	22	187	47	0	0	256	4	269	19	0	0	292	640
8:30 AM	68	5	8	0	0	81	17	2	30	0	0	49	38	160	37	0	0	235	3	259	12	0	0	274	639
8:45 AM	54	1	4	0	0	59	9	2	22	0	0	33	26	190	44	0	0	260	4	249	12	0	0	265	617
Total	234	7	22	0	0	263	43	8	96	0	0	147	107	708	160	0	0	975	16	1004	57	0	0	1077	2462

BREAK

4:00 PM	38	8	13	0	0	59	17	9	53	0	0	79	44	366	60	0	0	470	10	235	13	0	0	258	866
4:15 PM	55	3	16	0	0	74	14	5	52	0	0	71	41	322	71	0	0	434	12	242	14	0	0	268	847
4:30 PM	50	4	3	0	0	57	17	10	53	1	0	81	46	368	60	0	0	474	5	238	11	0	0	254	866
4:45 PM	67	6	15	0	0	88	17	8	45	0	0	70	28	377	65	0	0	470	6	275	21	0	0	302	930
Total	210	21	47	0	0	278	65	32	203	1	0	301	159	1433	256	0	0	1848	33	990	59	0	0	1062	3509
5:00 PM	42	5	7	0	0	54	17	3	40	0	0	60	48	372	90	0	0	510	13	239	19	0	0	271	895
5:15 PM	67	8	10	0	0	85	19	10	54	0	0	83	41	417	89	0	0	547	6	258	6	0	0	270	985
5:30 PM	56	10	11	0	0	77	20	7	50	1	0	78	37	414	82	0	0	533	7	277	18	0	0	302	990
5:45 PM	58	5	15	0	0	78	14	7	44	0	0	65	39	375	74	0	0	488	11	250	18	1	0	280	911
Total	223	28	43	0	0	294	70	27	188	1	0	286	165	1578	335	0	0	2078	37	1024	61	1	0	1123	3781
Grand Total	884	68	123	0	0	1075	196	78	580	4	0	858	498	4363	915	0	0	5776	95	4088	225	1	0	4409	12118
Approch %	82.2	6.3	11.4	0.0	0.0		22.8	9.1	67.6	0.5	0.0		8.6	75.5	15.8	0.0	0.0		2.2	92.7	5.1	0.0	0.0		
Total %	7.3	0.6	1.0	0.0	0.0	8.9	1.6	0.6	4.8	0.0	0.0	7.1	4.1	36.0	7.6	0.0	0.0	47.7	0.8	33.7	1.9	0.0	0.0	36.4	
Cars, PU, Vans	884	68	123	0	0	1075	196	78	580	0	0	858	498	4363	915	0	0	5776	95	4088	225	0	0	4409	12118
% Cars, PU, Vans	100.0	100.0	100.0	0.0	0.0	100.0	100.0	100.0	100.0	0.0	0.0	100.0	100.0	100.0	100.0	0.0	0.0	100.0	100.0	100.0	100.0	0.0	0.0	100.0	100.0

Project ID: 19-09344-011

Location: Davidson Pkwy & SR 138/Lake Spivey Pkwy/Stock

City: Stockbridge

PEAK HOURS

Day: Thursday
Date: 05/09/2019

AM

	Davidson Pkwy Northbound					Davidson Pkwy Southbound					138/Lake Spivey Pkwy/Stockbridge Eastbound					138/Lake Spivey Pkwy/Stockbridge Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 07:00 AM to 09:00 AM																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
7:30 AM	74	5	3	0	82	6	2	25	0	33	22	165	60	0	247	5	257	16	0	278	640
7:45 AM	45	2	0	0	47	4	3	33	2	42	19	197	47	0	263	2	290	12	0	304	656
8:00 AM	57	1	5	0	63	8	3	22	0	33	21	171	32	0	224	5	227	14	0	246	566
8:15 AM	55	0	5	0	60	9	1	22	0	32	22	187	47	0	256	4	269	19	0	292	640
Total Volume	231	8	13	0	252	27	9	102	2	140	84	720	186	0	990	16	1043	61	0	1120	2502
% App. Total	91.7	3.2	5.2	0.0	100	19.3	6.4	72.9	1.4	100	8.5	72.7	18.8	0.0	100	1.4	93.1	5.4	0.0	100	
PHF	0.768					0.833					0.941					0.921					0.954
Cars, PU, Vans	231	8	13	0	252	27	9	102	2	140	84	720	186	0	990	16	1043	61	0	1120	2502
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0

PM

	Davidson Pkwy Northbound					Davidson Pkwy Southbound					138/Lake Spivey Pkwy/Stockbridge Eastbound					138/Lake Spivey Pkwy/Stockbridge Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total
Peak Hour Analysis from 04:00 PM to 06:00 PM																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
4:45 PM	67	6	15	0	88	17	8	45	0	70	28	377	65	0	470	6	275	21	0	302	930
5:00 PM	42	5	7	0	54	17	3	40	0	60	48	372	90	0	510	13	239	19	0	271	895
5:15 PM	67	8	10	0	85	19	10	54	0	83	41	417	89	0	547	6	258	6	0	270	985
5:30 PM	56	10	11	0	77	20	7	50	1	78	37	414	82	0	533	7	277	18	0	302	990
Total Volume	232	29	43	0	304	73	28	189	1	291	154	1580	326	0	2060	32	1049	64	0	1145	3800
% App. Total	76.3	9.5	14.1	0.0	100	25.1	9.6	64.9	0.3	100	7.5	76.7	15.8	0.0	100	2.8	91.6	5.6	0.0	100	
PHF	0.864					0.877					0.941					0.948					0.960
Cars, PU, Vans	232	29	43	0	304	73	28	189	1	291	154	1580	326	0	2060	32	1049	64	0	1145	3800
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0	100.0	100.0	0.0	100.0	100.0

Project ID: 19-09344-012

Location: I-675 NB Ramps & SR 138/Lake Spivey Pkwy

City: Stockbridge

Day: Thursday
Date: 05/09/2019

Groups Printed - Cars, PU, Vans - Heavy Trucks																																				
I-675 NB Ramps													I-675 NB Ramps																							
Northbound													Southbound																							
Start Time	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	SR 138/Lake Spivey Pkwy																							
													Eastbound												Westbound											
	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Int. Total																	
7:00 AM	5	0	22	0	0	27	0	0	0	0	0	0	104	150	0	0	0	254	0	231	68	0	0	299	580											
7:15 AM	4	0	29	0	0	33	0	0	0	0	0	0	109	165	0	0	0	274	0	285	79	0	0	364	671											
7:30 AM	10	0	32	0	0	42	0	0	0	0	0	0	125	213	0	0	0	338	0	254	87	0	0	341	721											
7:45 AM	14	0	29	0	0	43	0	0	0	0	0	0	133	224	0	0	0	357	0	300	68	0	0	368	768											
Total	33	0	112	0	0	145	0	0	0	0	0	0	471	752	0	0	0	1223	0	1070	302	0	0	1372	2740											
8:00 AM	7	0	28	0	0	35	0	0	0	0	0	0	86	204	0	1	0	291	0	255	64	0	0	319	645											
8:15 AM	12	1	44	0	0	57	0	0	0	0	0	0	78	211	0	0	0	289	0	277	64	0	0	341	687											
8:30 AM	4	0	39	0	0	43	0	0	0	0	0	0	78	201	0	0	0	279	0	284	78	0	0	362	684											
8:45 AM	12	0	37	0	0	49	0	0	0	0	0	0	69	230	0	0	0	299	0	247	66	0	0	313	661											
Total	35	1	148	0	0	184	0	0	0	0	0	0	311	846	0	1	0	1156	0	1063	272	0	0	1335	2677											
BREAK																																				
4:00 PM	12	0	54	0	0	66	0	0	0	0	0	0	72	407	0	0	0	479	0	254	61	0	0	315	860											
4:15 PM	12	0	59	0	0	71	0	0	0	0	0	0	81	373	0	0	0	454	0	294	71	0	0	365	890											
4:30 PM	12	0	51	0	0	63	0	0	0	0	0	0	73	424	0	0	0	497	0	270	71	0	0	341	901											
4:45 PM	9	0	31	0	0	40	0	0	0	0	0	0	87	446	0	0	0	533	0	307	67	0	0	374	947											
Total	45	0	195	0	0	240	0	0	0	0	0	0	313	1650	0	0	0	1963	0	1125	270	0	0	1395	3598											
5:00 PM	14	0	38	0	0	52	0	0	0	0	0	0	93	470	0	0	0	563	0	249	72	0	0	321	936											
5:15 PM	13	1	44	0	0	58	0	0	0	0	0	0	77	507	0	0	0	584	0	317	62	0	0	379	1021											
5:30 PM	9	0	35	0	0	44	0	0	0	0	0	0	85	489	0	0	0	574	0	320	64	0	0	384	1002											
5:45 PM	12	0	37	0	0	49	0	0	0	0	0	0	103	442	0	0	0	545	0	310	49	0	0	359	953											
Total	48	1	154	0	0	203	0	0	0	0	0	0	358	1908	0	0	0	2266	0	1196	247	0	0	1443	3912											
Grand Total	161	2	609	0	0	772	0	0	0	0	0	0	1453	5156	0	1	0	6610	0	4454	1091	0	0	5545	12927											
Apprch %	20.9	0.3	78.9	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	22.0	78.0	0.0	0.0	0.0	51.1	0.0	80.3	19.7	0.0	0.0	42.9												
Total %	1.2	0.0	4.7	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	11.2	39.9	0.0	0.0	0.0	66.10	0.0	34.5	8.4	0.0	0.0	55.45	12927											
Cars, PU, Vans	161	2	609	0	0	772	0	0	0	0	0	0	1453	5156	0	1	0	6610	0	4454	1091	0	0	5545	12927											
% Cars, PU, Vans	100.0	100.0	100.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0	0.0	100.0	0.0	100.0	0.0	100.0	100.0	0.0	0.0	100.0	100.0											

Project ID: 19-09344-012

Location: I-675 NB Ramps & SR 138/Lake Spivey Pkwy

City: Stockbridge

PEAK HOURS

Day: Thursday
Date: 05/09/2019

AM

I-675 NB Ramps Northbound						I-675 NB Ramps Southbound						SR 138/Lake Spivey Pkwy Eastbound						SR 138/Lake Spivey Pkwy Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Int. Total		
Peak Hour Analysis from 07:00 AM to 09:00 AM																							
Peak Hour for Entire Intersection Begins at 07:30 AM																							
7:30 AM	10	0	32	0	42	0	0	0	0	0	125	213	0	0	338	0	254	87	0	341	721		
7:45 AM	14	0	29	0	43	0	0	0	0	0	133	224	0	0	357	0	300	68	0	368	768		
8:00 AM	7	0	28	0	35	0	0	0	0	0	86	204	0	1	291	0	255	64	0	319	645		
8:15 AM	12	1	44	0	57	0	0	0	0	0	78	211	0	0	289	0	277	64	0	341	687		
Total Volume	43	1	133	0	177	0	0	0	0	0	422	852	0	1	1275	0	1086	283	0	1369	2821		
% App. Total	24.3	0.6	75.1	0.0	100	0.0	0.0	0.0	0.0	0	33.1	66.8	0.0	0.1	100	0.0	79.3	20.7	0.0	100			
PHF	0.776										0.893					0.930					0.918		
Cars, PU, Vans	43	1	133	0	177	0	0	0	0	0	422	852	0	1	1275	0	1086	283	0	1369	2821		
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0	0.0	100.0	100.0	0.0	100.0	100.0	0.0	100.0	100.0		

PM

I-675 NB Ramps Northbound						I-675 NB Ramps Southbound						SR 138/Lake Spivey Pkwy Eastbound						SR 138/Lake Spivey Pkwy Westbound					
Start Time	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total			
Peak Hour Analysis from 04:00 PM to 06:00 PM																					Int. Total		
Peak Hour for Entire Intersection Begins at 05:00 PM																							
5:00 PM	14	0	38	0	52	0	0	0	0	0	93	470	0	0	563	0	249	72	0	321			
5:15 PM	13	1	44	0	58	0	0	0	0	0	77	507	0	0	584	0	317	62	0	379			
5:30 PM	9	0	35	0	44	0	0	0	0	0	85	489	0	0	574	0	320	64	0	384			
5:45 PM	12	0	37	0	49	0	0	0	0	0	103	442	0	0	545	0	310	49	0	359			
Total Volume	48	1	154	0	203	0	0	0	0	0	358	1908	0	0	2266	0	1196	247	0	1443			
% App. Total	23.6	0.5	75.9	0.0	100	0.0	0.0	0.0	0.0	0	15.8	84.2	0.0	0.0	100	0.0	82.9	17.1	0.0	100			
PHF	0.875										0.970					0.939					0.958		
Cars, PU, Vans	48	1	154	0	203	0	0	0	0	0	358	1908	0	0	2266	0	1196	247	0	1443			
% Cars, PU, Vans	100.0	100.0	100.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0	0.0	0.0	100.0	0.0	100.0	100.0	0.0	100.0			

Project ID: 19-09344-013
 Location: I-675 SB Ramps & SR 138/Lake Spivey Pkwy
 City: Stockbridge

Day: Thursday
 Date: 05/09/2019

Groups Printed - Cars, PU, Vans - Heavy Trucks

I-675 SB Ramps Northbound										I-675 SB Ramps Southbound										SR 138/Lake Spivey Pkwy Eastbound										SR 138/Lake Spivey Pkwy Westbound										
Start Time	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Left	Thru	Rgt	Uturn	Peds	App. Total	Int. Total															
7:00 AM	0	0	0	0	0	0	29	0	83	0	0	112	0	228	13	0	0	241	23	204	0	0	0	227	580															
7:15 AM	0	0	0	0	0	0	34	0	84	0	0	118	0	246	19	0	0	265	42	249	0	0	0	291	674															
7:30 AM	0	0	0	0	0	0	28	0	126	0	0	154	0	305	16	0	0	321	25	234	0	0	0	259	734															
7:45 AM	0	0	0	0	0	0	51	0	115	0	0	166	0	300	17	0	0	317	27	291	0	0	0	318	801															
Total	0	0	0	0	0	0	142	0	408	0	0	550	0	1079	65	0	0	1144	117	978	0	0	0	1095	2789															
8:00 AM	0	0	0	0	0	0	46	0	115	0	0	161	0	261	9	0	0	270	17	250	0	0	0	267	698															
8:15 AM	0	0	0	0	0	0	47	1	101	0	0	149	0	233	11	0	0	244	18	262	0	0	0	280	673															
8:30 AM	0	0	0	0	0	0	43	0	84	0	0	127	0	233	9	0	0	242	42	252	0	0	0	294	663															
8:45 AM	0	0	0	0	0	0	37	0	87	0	0	124	0	277	11	0	0	288	33	230	0	0	0	263	675															
Total	0	0	0	0	0	0	173	1	387	0	0	561	0	1004	40	0	0	1044	110	994	0	0	0	1104	2709															
BREAK																																								
4:00 PM	0	0	0	0	0	0	99	0	120	0	0	219	0	377	15	0	0	392	24	252	0	0	0	276	887															
4:15 PM	0	0	0	0	0	0	78	2	130	0	0	210	0	380	8	0	0	388	30	268	0	0	0	298	896															
4:30 PM	0	0	0	0	0	0	78	1	134	0	0	213	0	431	21	0	0	452	19	258	0	0	0	277	942															
4:45 PM	0	0	0	0	0	0	110	2	128	0	0	240	0	409	12	0	0	421	40	272	0	0	0	312	973															
Total	0	0	0	0	0	0	365	5	512	0	0	882	0	1597	56	0	0	1653	113	1050	0	0	0	1163	3698															
5:00 PM	0	0	0	0	0	0	134	1	124	0	0	259	0	451	12	0	0	463	19	256	0	0	0	275	997															
5:15 PM	0	0	0	0	0	0	102	1	144	0	0	247	0	480	10	0	0	490	21	306	0	0	0	327	1064															
5:30 PM	0	0	0	0	0	0	128	2	160	0	0	290	0	448	19	0	0	467	26	293	0	0	0	319	1076															
5:45 PM	0	0	0	0	0	0	99	0	151	0	0	250	0	444	17	0	0	461	30	292	0	0	0	322	1033															
Total	0	0	0	0	0	0	463	4	579	0	0	1046	0	1823	58	0	0	1881	96	1147	0	0	0	1243	4170															
Grand Total	0	0	0	0	0	0	1143	10	1886	0	0	3039	0	5503	219	0	0	5722	436	4169	0	0	0	4605	13366															
Approch %	0.0	0.0	0.0	0.0	0.0	0.0	37.6	0.3	62.1	0.0	0.0	22.7	0.0	96.2	3.8	0.0	0.0	42.8	9.5	90.5	0.0	0.0	0.0	34.5																
Total %	0.0	0.0	0.0	0.0	0.0	0.0	8.6	0.1	14.1	0.0	0.0	30.39	0	41.2	1.6	0.0	0.0	57.22	3.3	31.2	0.0	0.0	0.0	46.05	13366															
Cars, PU, Vans	0	0	0	0	0	0	1143	10	1886	0	0	3039	0	5503	219	0	0	5722	436	4169	0	0	0	4605	13366															
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0	100.0	0.0	0.0	100.0	0.0	100.0	100.0	0.0	0.0	100.0	100.0	100.0	0.0	0.0	0.0	100.0	100.0															

Project ID: 19-09344-013

Location: I-675 SB Ramps & SR 138/Lake Spivey Pkwy

City: Stockbridge

PEAK HOURS

Day: Thursday
Date: 05/09/2019

AM

Start Time	I-675 SB Ramps Northbound					I-675 SB Ramps Southbound					SR 138/Lake Spivey Pkwy Eastbound					SR 138/Lake Spivey Pkwy Westbound					Int. Total
	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	
7:15 AM	0	0	0	0	0	34	0	84	0	118	0	246	19	0	265	42	249	0	0	291	674
7:30 AM	0	0	0	0	0	28	0	126	0	154	0	305	16	0	321	25	234	0	0	259	734
7:45 AM	0	0	0	0	0	51	0	115	0	166	0	300	17	0	317	27	291	0	0	318	801
8:00 AM	0	0	0	0	0	46	0	115	0	161	0	261	9	0	270	17	250	0	0	267	698
Total Volume	0	0	0	0	0	159	0	440	0	599	0	1112	61	0	1173	111	1024	0	0	1135	2907
% App. Total	0.0	0.0	0.0	0.0	0	26.5	0.0	73.5	0.0	100	0.0	94.8	5.2	0.0	100	9.8	90.2	0.0	0.0	100	
PHF										0.902					0.914					0.892	0.907
Cars, PU, Vans	0	0	0	0	0	159	0	440	0	599	0	1112	61	0	1173	111	1024	0	0	1135	2907
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	100.0	0.0	100.0	0.0	100.0	0.0	100.0	100.0	0.0	100.0	100.0	100.0	0.0	0.0	100.0	100.0

PM

Start Time	I-675 SB Ramps Northbound					I-675 SB Ramps Southbound					SR 138/Lake Spivey Pkwy Eastbound					SR 138/Lake Spivey Pkwy Westbound					Int. Total
	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	Left	Thru	Rgt	Uturn	App. Total	
5:00 PM	0	0	0	0	0	134	1	124	0	259	0	451	12	0	463	19	256	0	0	275	997
5:15 PM	0	0	0	0	0	102	1	144	0	247	0	480	10	0	490	21	306	0	0	327	1064
5:30 PM	0	0	0	0	0	128	2	160	0	290	0	448	19	0	467	26	293	0	0	319	1076
5:45 PM	0	0	0	0	0	99	0	151	0	250	0	444	17	0	461	30	292	0	0	322	1033
Total Volume	0	0	0	0	0	463	4	579	0	1046	0	1823	58	0	1881	96	1147	0	0	1243	4170
% App. Total	0.0	0.0	0.0	0.0	0	44.3	0.4	55.4	0.0	100	0.0	96.9	3.1	0.0	100	7.7	92.3	0.0	0.0	100	
PHF										0.902					0.960					0.950	0.969
Cars, PU, Vans	0	0	0	0	0	463	4	579	0	1046	0	1823	58	0	1881	96	1147	0	0	1243	4170
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	100.0	100.0	100.0	0.0	100.0	0.0	100.0	100.0	0.0	100.0	100.0	100.0	0.0	0.0	100.0	100.0

Peak Hour Analysis from 04:00 PM to 06:00 PM

Peak Hour for Entire Intersection Begins at 05:00 PM

Put figure title here -->

Put figure # here -->

Davidson Pkwy & Walter Way

Node # 1

Turning Mvmt

	INPUT Historic Volumes		INPUT Existing Volumes		INPUT Balancing Volumes		INPUT Existing Volumes	
	AM	PM	AM	PM	AM	PM	AM	PM
SBL	12	67	12	69	0	0	12	69
SBT	7	8	7	8	0	0	7	8
SBR	2	3	2	3	0	0	2	3
SBU	0	0	0	0	0	0	0	0
NBL	51	29	53	30	0	0	53	30
NBT	7	4	7	4	0	0	7	4
NBR	120	16	124	16	0	0	124	16
NBU	0	0	0	0	0	0	0	0
EBL	4	1	4	1	0	0	4	1
EBT	105	64	108	66	0	0	108	66
EBR	36	8	37	8	0	0	37	8
EBU	0	0	0	0	0	0	0	0
WBL	10	2	10	2	0	0	10	2
WBT	179	57	184	59	0	0	184	59
WBR	43	15	44	15	0	0	44	15
WBU	0	0	0	0	0	0	0	0

Davidson Pkwy & N. Henry Blvd

Node # 2

Turning Mvmt

	AM	PM	AM	PM	AM	PM	AM	PM
SBL	9	41	9	42	0	0	9	42
SBT	620	1654	639	1704	0	0	639	1704
SBR	24	82	25	84	0	0	25	84
SBU	0	0	0	0	0	0	0	0
NBL	81	97	83	100	0	0	83	100
NBT	1281	969	1320	998	0	0	1320	998
NBR	25	40	26	41	0	0	26	41
NBU	0	0	0	0	0	0	0	0
EBL	25	22	26	23	0	0	26	23
EBT	3	3	3	3	0	0	3	3
EBR	63	107	65	110	0	0	65	110
EBU	0	0	0	0	0	0	0	0
WBL	12	36	12	37	0	0	12	37
WBT	3	2	3	2	0	0	3	2
WBR	16	45	16	46	0	0	16	46
WBU	0	0	0	0	0	0	0	0

N. Henry Blvd & Lake Spivey Pkwy

Node # 3

Turning Mvmt

	AM	PM	AM	PM	AM	PM	AM	PM
SBL	40	68	41	70	0	0	41	70
SBT	249	608	257	626	0	0	257	626
SBR	153	125	158	129	0	0	158	129
SBU	0	0	0	0	0	0	0	0
NBL	741	621	763	640	0	0	763	640
NBT	439	352	452	363	0	0	452	363
NBR	48	73	49	75	0	0	49	75
NBU	0	0	0	0	0	0	0	0
EBL	96	240	99	247	0	0	99	247
EBT	90	173	93	178	0	0	93	178
EBR	421	1074	434	1106	0	0	434	1106
EBU	0	0	0	0	0	0	0	0
WBL	41	120	42	124	0	0	42	124
WBT	67	163	69	168	0	0	69	168
WBR	53	117	55	121	0	0	55	121
WBU	0	0	0	0	0	0	0	0

Walter Way & Lake Spivey Pkwy

Node # 4

Turning Mvmt

	AM	PM	AM	PM	AM	PM	AM	PM
SBL	1	10	1	10	0	0	1	10
SBT	1	8	1	8	0	0	1	8
SBR	7	25	7	26	0	0	7	26
SBU	0	0	0	0	0	0	0	0
NBL	48	85	49	88	0	0	49	88
NBT	1	3	1	3	0	0	1	3
NBR	23	76	24	78	0	0	24	78
NBU	0	0	0	0	0	0	0	0
EBL	3	23	3	24	0	0	3	24
EBT	655	1583	675	1631	0	0	675	1631
EBR	44	60	45	62	0	0	45	62
EBU	0	0	0	0	0	0	0	0
WBL	25	44	26	45	0	0	26	45
WBT	1002	965	1032	994	0	0	1032	994
WBR	4	23	4	24	0	0	4	24

Historic Year	2019
Existing Year	2021
Growth Rate	1.5%

WBU	0	0	0	0	0	0	0	0
Davidson Pkwy & Lake Spivey Pkwy								
Node # 5								
Turning Mvmt	AM	PM	AM	PM	AM	PM	AM	PM
SBL	27	20	28	21	0	0	28	21
SBT	9	7	9	7	0	0	9	7
SBR	102	50	105	52	0	0	105	52
SBU	2	1	2	1	0	0	2	1
NBL	231	56	238	58	0	0	238	58
NBT	8	10	8	10	0	0	8	10
NBR	13	11	13	11	0	0	13	11
NBU	0	0	0	0	0	0	0	0
EBL	84	154	87	159	0	0	87	159
EBT	720	1580	742	1628	0	22	742	1650
EBR	186	326	192	336	0	0	192	336
EBU	0	0	0	0	0	0	0	0
WBL	16	32	16	33	0	0	16	33
WBT	1043	1049	1075	1081	31	295	1106	1376
WBR	61	64	63	66	0	0	63	66
WBU	0	0	0	0	0	0	0	0
I-675 NB Ramps & Lake Spivey Pkwy								
Node # 6								
Turning Mvmt	AM	PM	AM	PM	AM	PM	AM	PM
SBL	0	0	0	0	0	0	0	0
SBT	0	0	0	0	0	0	0	0
SBR	0	0	0	0	0	0	0	0
SBU	0	0	0	0	0	0	0	0
NBL	12	48	12	49	0	0	12	49
NBT	1	1	1	1	0	0	1	1
NBR	44	154	45	159	0	0	45	159
NBU	0	0	0	0	0	0	0	0
EBL	422	358	435	369	0	0	435	369
EBT	852	1908	878	1966	98	20	976	1986
EBR	0	0	0	0	0	0	0	0
EBU	1	0	1	0	0	0	1	0
WBL	0	0	0	0	0	0	0	0
WBT	1086	1196	1119	1232	38	0	1157	1232
WBR	283	247	292	254	0	0	292	254
WBU	0	0	0	0	0	0	0	0
I-675 SB Ramps & Lake Spivey Pkwy								
Node # 7								
Turning Mvmt	AM	PM	AM	PM	AM	PM	AM	PM
SBL	159	463	164	477	0	0	164	477
SBT	0	4	0	4	0	0	0	4
SBR	440	579	453	597	0	0	453	597
SBU	0	0	0	0	0	0	0	0
NBL	0	0	0	0	0	0	0	0
NBT	0	0	0	0	0	0	0	0
NBR	0	0	0	0	0	0	0	0
NBU	0	0	0	0	0	0	0	0
EBL	0	0	0	0	0	0	0	0
EBT	1112	1823	1146	1878	101	0	1247	1878
EBR	61	58	63	60	0	0	63	60
EBU	0	0	0	0	0	0	0	0
WBL	111	96	114	99	0	0	114	99
WBT	1024	1147	1055	1182	0	0	1055	1182
WBR	0	0	0	0	0	0	0	0
WBU	0	0	0	0	0	0	0	0
Davidson Pkwy & Site Dwy								
Node # 8								
Turning Mvmt	AM	PM	AM	PM	AM	PM	AM	PM
SBL	0	0	0	0	0	0	0	0
SBT	0	0	0	0	0	0	0	0
SBR	0	0	0	0	0	0	0	0
SBU	0	0	0	0	0	0	0	0
NBL	0	0	0	0	0	0	0	0
NBT	0	0	0	0	0	0	0	0
NBR	0	0	0	0	0	0	0	0
NBU	0	0	0	0	0	0	0	0
EBL	0	0	0	0	0	0	0	0
EBT	145	73	149	75	0	0	149	75
EBR	0	0	0	0	0	0	0	0
EBU	0	0	0	0	0	0	0	0
WBL	0	0	0	0	0	0	0	0
WBT	232	89	239	92	0	0	239	92
WBR	0	0	0	0	0	0	0	0
WBU	0	0	0	0	0	0	0	0

HISTORICAL TRAFFIC COUNTS
Davidson Parkway Commerce Center
Henry County (Stockbridge), Georgia

Location	Counter ID	GDOT ADT										Forecast		Compoundd Growth Rate	
		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2021	2024	2021-2024	Percent
I-675 N of Lake Spivey Parkway	063-0367	55,600	56,400	56,800		57,100						64,181	66,618	1.25%	39.45%
Lake Spivey Pkwy E of Davidson Pkwy	151-0256	31,600	18,600	18,400	18,300	18,300	30,400				30,100	29,068	31,206	2.39%	18.48%
Lake Spivey Pkwy W of Davidson Pkwy	063-0127	38,400	32,300	32,800	29,100	29,100	31,600				33,000	29,610	28,533	-1.23%	16.90%
N. Henry Blvd N of Lake Spivey Pkwy	151-0365	12,900	13,700	13,400	14,100	14,100	14,900				15,500	16,220	17,066	1.71%	10.11%
N. Henry Blvd S of Lake Spivey Pkwy	151-0363	30,900	30,400	29,900	29,800	29,100		19,900		33,100		26,453	25,438	-1.30%	15.06%
												165,532	168,861	0.7%	100.00%

0000151_0256 - 151-0256
 Description: CL STOCKBRIDGE INTO
 County: Henry
 Route number: 00013800
 LRS section: 151013800
 Functional class: 3U - Principal Arterial - Other (Urban)
 Coordinates: 33.5535942513693, -84.2620898727794



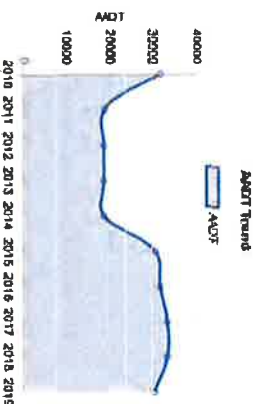
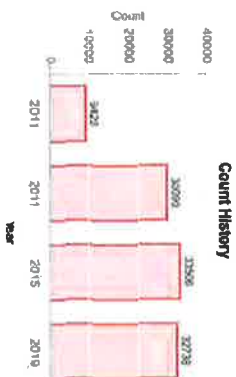
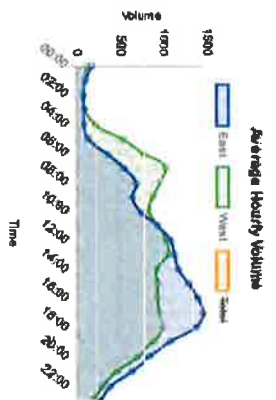
Year	Month	Count type	Duration	Count
2019	October	Class	48 hours	32738
2015	June	Class	48 hours	33506
2011	July	Class	48 hours	30080
2011	June	Class	48 hours	9428

Count History

Data Item	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Statistics type	-	-	-	-	-	-	-	-	-	-
ADT	31600	18600	16400	18300	39400	31400	33200	33100	30100	30100
K-Factor	-	-	-	-	0.083	0.083	-	-	-	0.082
D-Factor	-	-	-	-	0.600	0.600	-	-	-	0.610
Future ADT	-	-	-	-	-	37700	41800	45100	58100	-

Annual Statistics

ADT



ADT

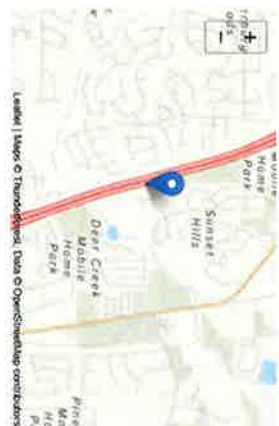
Vehicle Classification	Count	Percentage
1. Motorcycles	1	0.35%
2. Cycles, 2 or 3 wheels	2	0.35%
3. Passenger cars	3	83.42%
4. Cycles, 4 or more wheels	4	12.75%
5. Buses	5	0.19%
6. Single-unit trucks	6	2.55%
7. Single-unit trucks, 2 axle, 6-bn, (dual rear tires), single-unit trucks	7	0.27%
8. Single-unit trucks, 3 axle, single-unit trucks	8	0.05%
9. Single-unit trucks, 4 or more axle, single-unit trucks	9	0.16%
10. Single-trailer trucks	10	0.20%
11. Single-trailer trucks, 5 axle, single-trailer trucks	11	0.02%
12. Multi-trailer trucks	12	0.09%
13. Multi-trailer trucks, 6 axle, multi-trailer trucks	13	0%
14. Multi-trailer trucks, 7 or more axle, multi-trailer trucks	14	0.03%

ADT

0000063 0367 - 063-0367
 County: Clayton
 Route number: 00041300
 LRS section: 0631041300
 Functional class: 1U - Interstate (Urban)
 Coordinates: 33.5656, -94.2728



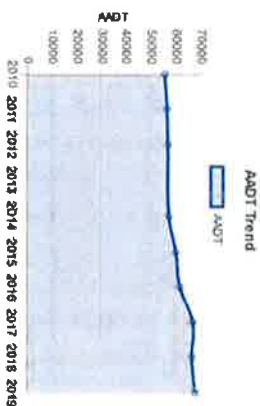
Average Hourly Volume - No data available



Year	Month	Count type	Duration	Count
No data available in table				

Count History - No data available

Data Item	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Statistics type	-	-	-	-	-	Calculated	Calculated	Calculated	Calculated	Calculated
AAOT	55600	56400	56500	-	57100	59800	61700	66800	68200	67700
Future AAOT	-	-	-	-	-	-	74300	-	88700	98300

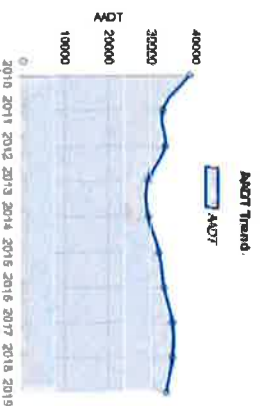
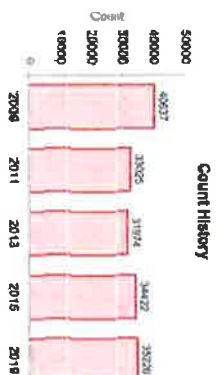
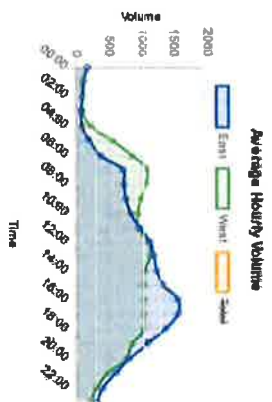


0000063, 0127 - 063-0127
Description: UPH 063-0125-0
County: Clayton
Route number: 00013800
LRS section: 0631013800
Functional class: 3U - Principal Arterial - Other (Urban)
Coordinates: 33.533809612935, -84.2654137214238



Count History				
Year	Month	Count type	Duration	Count
2019	October	Class	48 hours	35226
2015	October	Class	48 hours	34422
2013	October	Class	48 hours	31974
2011	July	Volume	48 hours	33025
2009	August	Volume	48 hours	40537

Annual Statistics									
Date Item	2010	2011	2012	2013	2014	2015	2016	2017	2018
Statistics type	-	-	-	-	-	Actual	Estimated	Estimated	Estimated
ADOT	38400	32300	32800	29100	29100	31600	32600	34500	34400
K-Factor	-	-	-	0.070	0.070	0.084	0.084	-	-
D-Factor	-	-	-	0.500	0.500	0.500	0.500	-	-
Future ADOT	-	-	-	-	-	-	34100	44200	43400
									41600



FHWA Vehicle Classification		
1. Motorcycles		0.27%
2. 2 axles, 2 or 3 wheels.		
2. Passenger cars		81.89%
2 axles. Can have 1- or 2-axle trailers.		
3. Pickups, panels, vans		14.56%
2-axle, 4-tire single units. Can have 1- or 2-axle trailers.		
4. Buses		0.28%
2- or 3-axle, full length.		
5. Single-unit trucks		2.09%
2-axle, 6-tire, (ball rear tires), single-unit trucks.		
6. Single-unit trucks		0.34%
3-axle, single-unit trucks.		0.05%
4 or more axle, single-unit trucks.		
8. Single-trailer trucks		0.19%
3- or 4-axle, single-trailer trucks.		
9. Single-trailer trucks		0.28%
5-axle, single-trailer trucks.		
10. Single-trailer trucks		0.03%
6 or more axle, single-trailer trucks.		
11. Multi-trailer trucks		0%
5 or less axle, multi-trailer trucks.		
12. Multi-trailer trucks		0%
6-axle, multi-trailer trucks.		
13. Multi-trailer trucks		0.02%
7 or more axle, multi-trailer trucks.		

0000151_0365 - 151-0365
Description: SKT 013900 L
County: Henry
Route number: 00004200
LRS section: 1511004200
Functional class: 3U - Principal Arterial - Other (Urban)
Coordinates: 33.5630747076405, -84.261049465602

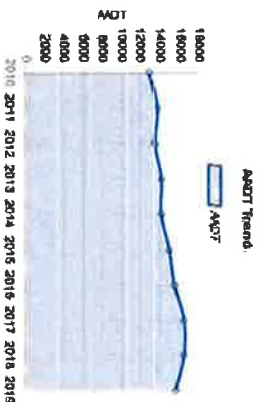
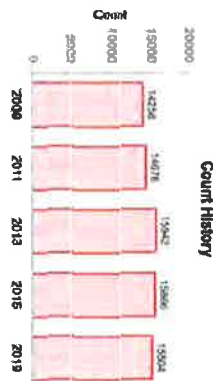
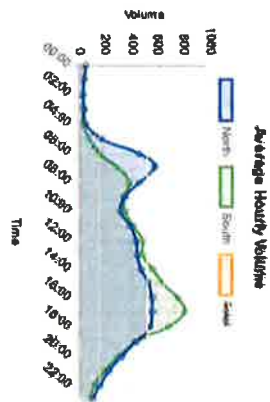


Year	Month	Count type	Duration	Count
2019	January	Class	48 hours	15504
2015	June	Class	48 hours	15866
2013	April	Class	48 hours	15942
2011	June	Volume	48 hours	14576
2009	September	Volume	48 hours	14258

Annual Statistics

Data Item	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Statistics type	-	-	-	-	-	Actual	Estimated	Estimated	Estimated	Actual
AAOT	12900	13700	13400	14100	14100	14900	15400	16300	16300	15500
K-Factor	-	-	-	0.090	0.090	0.092	0.092	-	-	0.089
D-Factor	-	-	-	0.600	0.600	0.600	0.600	-	-	0.590
Future AAOT	-	-	-	-	-	-	16500	20500	24400	23600

0



0

1. Motorcycles 2 axle, 2 or 3 wheels.	0.06%
2. Passenger cars 2 axle. Can have 1- or 2-axle trailers.	76.19%
3. Pickup, panel, van 2-axle, 4-tire single units. Can have 1- or 2-axle trailers.	19.71%
4. Buses 2- or 3-axle, full length.	0.28%
5. Single-unit trucks 2-axle, 6-tire, (flat rear tires), single-unit trucks.	2.38%
6. Single-unit trucks 3-axle, single-unit trucks.	0.67%
7. Single-unit trucks 4 or more axle, single-unit trucks.	0.01%
8. Single-trailer trucks 3- or 4-axle, single-trailer trucks.	0.30%
9. Single-trailer trucks 5-axle, single-trailer trucks.	0.39%
10. Single-trailer trucks 6 or more axle, single-trailer trucks.	0.01%
11. Multi-trailer trucks 5 or less axle, multi-trailer trucks.	0.00%
12. Multi-trailer trucks 6-axle, multi-trailer trucks.	0%
13. Multi-trailer trucks 7 or more axle, multi-trailer trucks.	0.00%

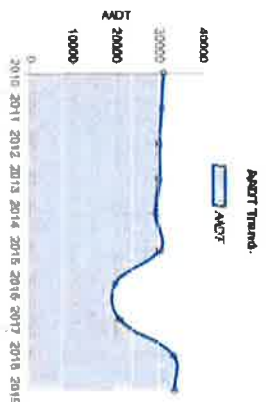
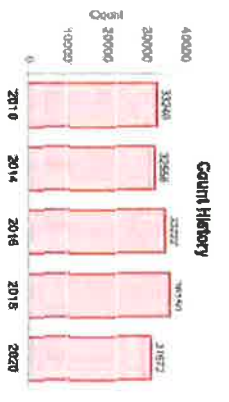
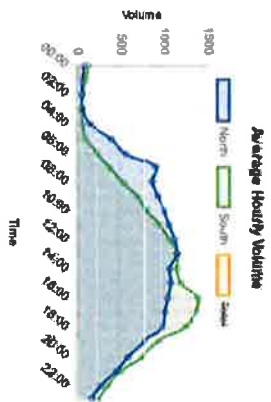
0

0000151_0363 - 151-0363
Description: CSX 058411
County: Henry
Route number: 00004200
LRS section: 1511004200
Functional class: 3U - Principal Arterial - Other (Urban)
Coordinates: 33.5505131, -84.2557575



Year	Month	Count type	Duration	Count
2020	June	Class	48 hours	31872
2018	October	Class	48 hours	36150
2016	June	Class	45 hours	35222
2014	April	Class	48 hours	32558
2010	July	Class	48 hours	33240

Data Item	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Statistics type	-	-	-	-	Estimated	Actual	Estimated	Actual	Estimated	Estimated
ADT	30900	30400	29800	29800	29100	30100	19500	20500	33100	33400
K-factor	-	-	-	-	0.089	0.089	0.149	-	0.089	0.089
D-factor	-	-	-	-	0.690	0.690	0.700	-	0.690	0.690
Future ADT	-	-	-	-	-	-	30100	23000	41700	42000



Vehicle Classification	Percentage
1. Motorcycles	0.21%
2. 2 or 3 wheels	81.08%
3. Passenger cars	15.08%
2 axles, Can have 1- or 2- axle trailers	
3. Pickups, panels, vans	
2-axle, 4-tire single units. Can have 1- or 2-axle trailers	
4. Buses	0.25%
2- or 3-axle, full length	
5. Single-unit trucks	1.91%
2-axle, 4-tire (flat rear tires), single-unit trucks	
6. Single-unit trucks	0.63%
3-axle, single-unit trucks	
7. Single-unit trucks	0.05%
4 or more axle, single-unit trucks	
8. Single-trailer trucks	0.33%
3- or 4-axle, single-trailer trucks	
9. Single-trailer trucks	0.39%
5-axle, single-trailer trucks	
10. Single-trailer trucks	0.03%
6 or more axle, single-trailer trucks	
11. Multi-trailer trucks	0.00%
5 or more axle, multi-trailer trucks	
12. Multi-trailer trucks	0%
6-axle, multi-trailer trucks	
13. Multi-trailer trucks	0.03%
7 or more axle, multi-trailer trucks	



APPENDIX C
TRIP
GENERATION

Trip Generation Summary - 2021043.00 - Davidson Parkway Commerce Center DRI - Full Build (Stockbridge, GA)
(730,700 SF - Equation)

Warehouse Distribution Center (150 LUC)		Project Trips		
		Total	Inbound	Outbound
Personal Vehicles	Daily	798	399	399
	AM Peak Hour	98	79	19
	PM Peak Hour	94	20	74
Trucks	Daily	402	201	201
	AM Peak Hour	15	8	7
	PM Peak Hour	22	11	11
Total Trips Generated	Daily	1,200	600	600
	AM Peak Hour	113	87	26
	PM Peak Hour	116	31	85

Graph Look Up

ITETripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Query Filter

DATA SOURCE:

Trip Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE:

150

LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (X):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

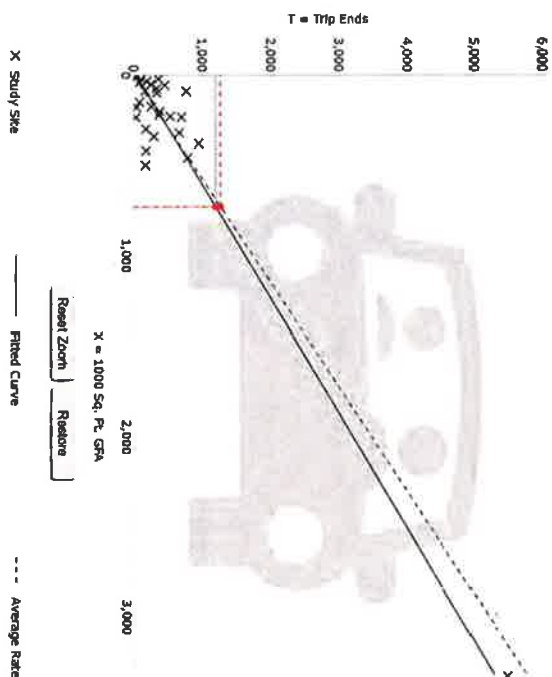
Vehicle

ENTER IN VALUE TO CALCULATE TRIPS:

730.7

Calculate

Data Plot and Equation



Query: 5736265730.5

Land Use: Warehousing (150) Click for more details

Independent Variable: 1000 Sq. Ft. GFA

Time Period: Weekday

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 20

Avg. 1000 Sq. Ft. GFA: 285

Average Rate: 1.74

Range of Rates: 0.15 - 18.93

Standard Deviation: 1.55

Fitted Curve Equation: $T = 1.59(X) + 45.54$ R^2 : 0.93

Directional Distribution: 50% entering, 50% exiting

Calculated Trip Ends: Average Rate: 1271 (Total), 636 (Entry), 636 (Exit)

Fitted Curve: 1200 (Total), 590 (Entry), 600 (Exit)

Add-ons to do more

Try OTISS Pro

Graph Look Up

ITE TripGen Web-based App

[Graph Look Up](#)[Technical Support](#)[Add Users](#)[Comments](#)**Data Plot and Equation****Data Parameters**

Land Use: Warehousing (150) CFS for main, dist's

Independent Variable: 1000 Sq. Ft. GFA

From Pavement

Weekday

Setting/Location: General Urban/Suburban

Trip Type: Truck

Number of Studies: 12

Avg. 1000 Sq. Ft. GFA: 11.5

Average Rate: 0.60

Range of Rates: 0.00 - 0.66

Standard Deviation: 0.56

Fitted Curve Equation: $T = 0.54(X) + 7.47$ R²: 0.61

Directional Distribution: 50% entering, 50% exiting

Calculated Trip Ends: Average Rate: 438 (Total), 219 (Entry), 219 (Exit)

Fitted Curve: 402 (Total), 201 (Entry), 201 (Exit)

Query Filter

DATA SOURCE:

Trip Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE:

150

LAND USE GROUP:

(100-150) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (X):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday

SETTING/LOCATION:

General Urban/Suburban

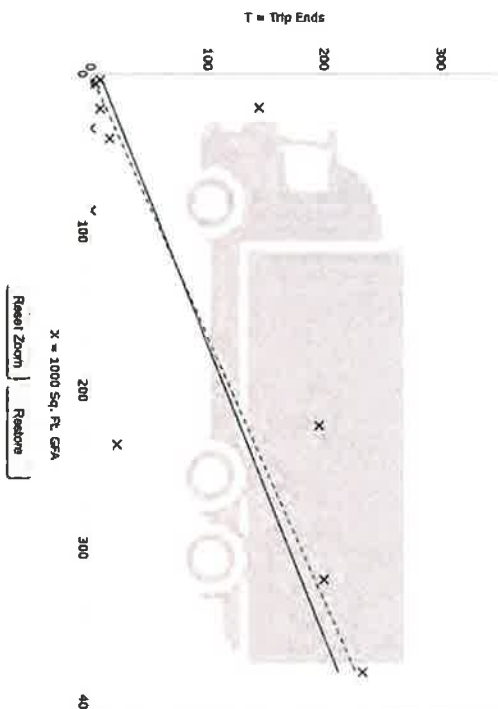
TRIP TYPE:

Truck

ENTER IN VALUE TO CALCULATE TRIPS:

730.7

Calculate



Use the mouse wheel to Zoom Out or Zoom In.
 Move the mouse pointer on data points to view X and T values.

[Add-ons to do more](#)[Try OTISS Pro](#)

Graph Look Up

ITE TripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Data Plot and Equation

DATA SUMMARY

Land Use: Warehouse (150) CFS, for more details

Independent Variable: 1000 Sq Ft GFA

Time Period: Weekday

Peak Hour of Adjacent Street Traffic: One Week Summer, 7 am to 4 p.m.

Setting/location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 34

Avg. 1000 Sq. Ft. GFA: 451

Average Rate: 0.17

Range of Rates: 0.02 - 1.93

Standard Deviation: 0.20

Fitted Curve Equation: $T = 0.12(X) + .25$

R^2 : 0.89

Directional Distribution: 77% entering, 23% exiting

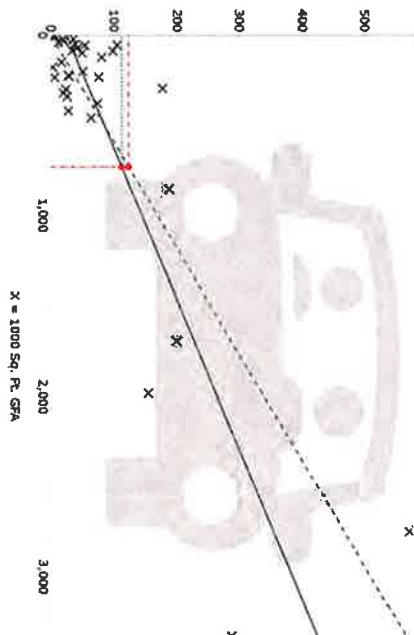
Calculated Trip Ends: Average Rate: 124 (Total), 96 (Entry), 28 (Exit)

Fitted Curve: 113 (Total), 87 (Entry), 26 (Exit)

X Study Size

Fitted Curve

Average Rate



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA SOURCE:

Trip Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE:

150

LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (X):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

Vehicle

ENTER A VALUE TO CALCULATE TRIPS:

730.7

Calculate

Add-ons to do more

Try OTISS Pro

Graph Look Up

ITETripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Query **Filter**

DATA SOURCE
 Trip Gen Manual, 10th Ed + Supplement
 SEARCH BY LAND USE CODE:
 150

LAND USE GROUP:
 (100-199) Industrial

LAND USE:
 150 - Warehousing

LAND USE SUBCATEGORY:
 All Sites

INDEPENDENT VARIABLE (V1):
 1000 Sq. Ft. GFA

TIME PERIOD:
 Weekday, Peak Hour of Adjacent Street Traffic

SETTING/LOCATION:
 General Urban/Suburban

TRIP TYPE:
 Truck

ENTER IN VALUE TO CALCULATE TRIPS:
 7307 **Calculate**

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
 Hover the mouse pointer on data points to view X and T values.

[Reset Zoom](#)
[Restore](#)

DATA FROM TRIP GEN
 Land Use:
 Warehousing (150) Click for more details
 Independent Variable:
 1000 Sq. Ft. GFA
 Time Period:
 Weekday
 Peak Hour of Adjacent Street Traffic
 One Way Between 7 am & 3 am
 Setting/Location:
 General Urban/Suburban
 Trip Type:
 Truck
 Number of Studies:
 21
 Avg. 1000 Sq. Ft. GFA
 309
 Average Rate:
 0.02
 Range of Rates:
 0.00 - 0.69
 Standard Deviation:
 0.05
 Fitted Curve Equation:
 Not Given
 R²:
 ...
 Directional Distribution:
 52% entering, 48% exiting
 Calculated Trip Ends:
 Average Rate 15 (Truck), 8 (Entry), 7 (Exit)

Add-ons to do more

Try OTISS Pro

Graph Look Up

ITE TripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Query Filter

DATA SOURCE:

Trip Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE:

150



LAND USE GROUP:

(100-199) Industrial

LAND USE:

150 - Warehousing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (X):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

SETTING/LOCATION:

General Urban/Suburban

TRIP TYPE:

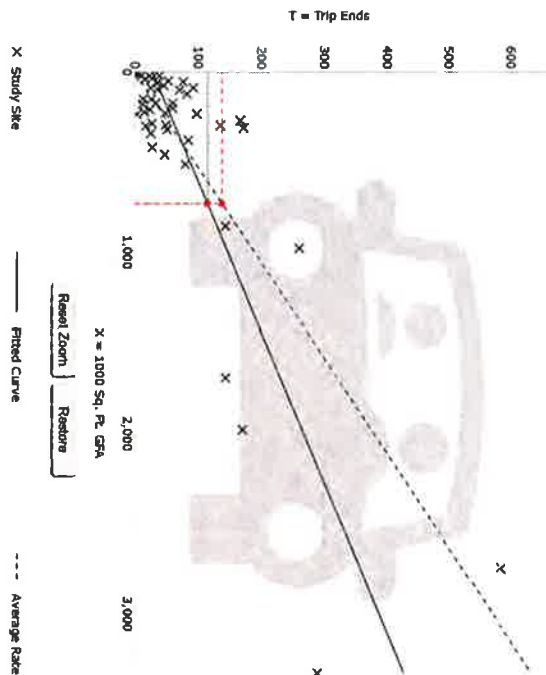
Vehicle

ENTER X VALUE TO CALCULATE TRIPS:

750.7

Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA: 5/23/2023 12:22

Land Use:

Warehousing (150) Data for report display

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One block between X and Y p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

47

Avg. 1000 Sq. Ft. GFA

400

Average Rate:

0.19

Range of Rates:

0.01 - 1.80

Standard Deviation

0.18

R²:

0.85

Directional Distribution:

22% entering, 73% exiting

Calculated Trip Ends:

Average Rate: 136 (Total), 37 (Entry), 102 (Exit)

Fitted Curve: 116 (Total), 31 (Entry), 85 (Exit)

Add-ons to do more

Try OTISS Pro

Graph Look Up

ITripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Data Plot and Equation

DATA SET: 150

Land Use:
Warehousing (150) Click for more details

Independent Variable:
1,000 Sq. Ft. GFA

Time Period:
Weekly

Peak Hour of Adjacent Street Traffic:
One hour between 4 and 6 p.m.

Setting/location:
General Urban/Suburban

Trip Type:
Truck

Number of Stakes:
25

Avg. 1,000 Sq. Ft. GFA:
203

Average Peak:
0.05

Range of Rates:
0.00 - 0.42

Standard Deviation:
0.05

Physical Curve Equation:
Not Given

MR:
Not Given

MR:
Not Given

Directional Distribution:
80% entering, 20% exiting

Calculated Trip Rate:
Average Peak: 22 (Total), 11 (Entry), 11 (Exit)

DATA SOURCE: The Gen Manual, 10th Ed + Supplement

SEARCH BY LAND USE CODE: 150

LAND USE GROUP: (100-199) Industrial

LAND USE: 150 - Warehousing

LAND USE SUBCATEGORY: All Sites

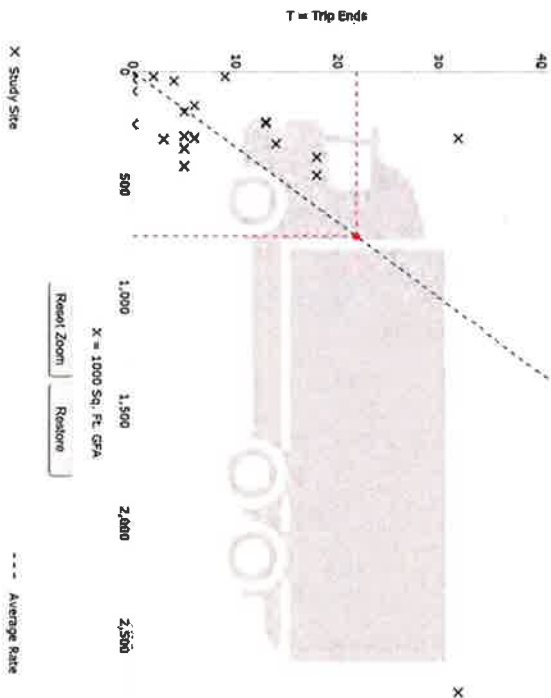
INDEPENDENT VARIABLE (m²): 1000 Sq. Ft. GFA

TIME PERIOD: Weekly, Peak Hour of Adjacent Street Traf

SETTING/LOCATION: General Urban/Suburban

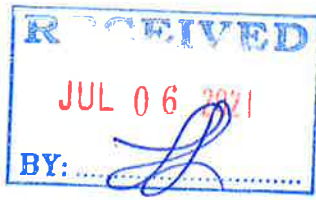
TRIP TYPE: Truck

ENTER A VALUE TO CALCULATE TRIP RATE: 730.7 Calculate



Add-ons to do more

TyOTISS Pro



APPENDIX D

SYNCHRO REPORTS

HCM 6th AWSC
1: Walter Way & Davidson Pkwy

2021 Existing Conditions
Timing Plan: AM Peak

Intersection

Intersection Delay, s/veh 9.9
Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱		↰	↱			↕			↕	
Traffic Vol, veh/h	4	108	37	10	184	44	53	7	124	12	7	2
Future Vol, veh/h	4	108	37	10	184	44	53	7	124	12	7	2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	120	41	11	204	49	59	8	138	13	8	2
Number of Lanes	1	1	0	1	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	2	2
HCM Control Delay	9.5	10.6	9.4	8.6
HCM LOS	A	B	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1
Vol Left, %	29%	100%	0%	100%	0%	57%
Vol Thru, %	4%	0%	74%	0%	81%	33%
Vol Right, %	67%	0%	26%	0%	19%	10%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	184	4	145	10	228	21
LT Vol	53	4	0	10	0	12
Through Vol	7	0	108	0	184	7
RT Vol	124	0	37	0	44	2
Lane Flow Rate	204	4	161	11	253	23
Geometry Grp	2	7	7	7	7	2
Degree of Util (X)	0.266	0.007	0.231	0.018	0.36	0.035
Departure Headway (Hd)	4.685	5.85	5.165	5.749	5.11	5.343
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	763	609	691	620	699	665
Service Time	2.735	3.616	2.931	3.509	2.869	3.419
HCM Lane V/C Ratio	0.267	0.007	0.233	0.018	0.362	0.035
HCM Control Delay	9.4	8.7	9.5	8.6	10.7	8.6
HCM Lane LOS	A	A	A	A	B	A
HCM 95th-tile Q	1.1	0	0.9	0.1	1.6	0.1

HCM 6th TWSC
2: N. Henry Blvd (US23-GA 42) & Davidson Pkwy/Retail Drwy

2021 Existing Conditions
Timing Plan: AM Peak

Intersection

Int Delay, s/veh 7.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕	↕	↕	↕	↕
Traffic Vol, veh/h	26	3	65	12	3	16	83	1320	26	9	639	25
Future Vol, veh/h	26	3	65	12	3	16	83	1320	26	9	639	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	0	-	175	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	29	3	72	13	3	18	92	1467	29	10	710	28

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1663	2424	369	2028	2409	734	738	0	0	1496	0	0
Stage 1	744	744	-	1651	1651	-	-	-	-	-	-	-
Stage 2	919	1680	-	377	758	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	64	32	628	34	32	363	864	-	-	444	-	-
Stage 1	373	420	-	103	155	-	-	-	-	-	-	-
Stage 2	292	150	-	616	413	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	50	28	628	25	28	363	864	-	-	444	-	-
Mov Cap-2 Maneuver	50	28	-	25	28	-	-	-	-	-	-	-
Stage 1	333	410	-	92	139	-	-	-	-	-	-	-
Stage 2	242	134	-	529	404	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	99.6	178.1	0.6	0.2
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	864	-	-	129	49	444	-	-
HCM Lane V/C Ratio	0.107	-	-	0.81	0.703	0.023	-	-
HCM Control Delay (s)	9.7	-	-	99.6	178.1	13.3	-	-
HCM Lane LOS	A	-	-	F	F	B	-	-
HCM 95th %tile Q(veh)	0.4	-	-	4.9	2.8	0.1	-	-

HCM 6th Signalized Intersection Summary

2021 Existing Conditions

3: N. Henry Blvd (US23-GA 42) & Lake Spivey Blvd/Wal-Mart Drwy

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	99	93	434	42	69	55	763	452	49	41	257	158
Future Volume (veh/h)	99	93	434	42	69	55	763	452	49	41	257	158
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	110	103	482	47	77	0	848	502	0	46	286	176
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	230	216	1576	164	172		1107	882		144	428	256
Arrive On Green	0.08	0.08	0.08	0.09	0.09	0.00	0.32	0.47	0.00	0.05	0.20	0.20
Sat Flow, veh/h	942	882	2790	1781	1870	1585	3456	1870	1585	1781	2138	1279
Grp Volume(v), veh/h	213	0	482	47	77	0	848	502	0	46	236	226
Grp Sat Flow(s),veh/h/ln	1823	0	1395	1781	1870	1585	1728	1870	1585	1781	1777	1640
Q Serve(g_s), s	15.6	0.0	0.0	3.4	5.5	0.0	30.9	27.1	0.0	0.0	17.2	17.9
Cycle Q Clear(g_c), s	15.6	0.0	0.0	3.4	5.5	0.0	30.9	27.1	0.0	0.0	17.2	17.9
Prop In Lane	0.52		1.00	1.00		1.00	1.00		1.00	1.00		0.78
Lane Grp Cap(c), veh/h	446	0	1576	164	172		1107	882		144	355	328
V/C Ratio(X)	0.48	0.00	0.31	0.29	0.45		0.77	0.57		0.32	0.66	0.69
Avail Cap(c_a), veh/h	446	0	1576	242	254		1135	882		159	355	328
HCM Platoon Ratio	0.33	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.97	0.00	0.97	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	55.8	0.0	20.4	59.3	60.2	0.0	42.9	26.7	0.0	63.3	51.7	52.0
Incr Delay (d2), s/veh	3.5	0.0	0.5	0.9	1.8	0.0	3.1	2.7	0.0	1.3	9.5	11.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.1	0.0	5.1	1.6	2.7	0.0	13.3	12.3	0.0	1.6	8.4	8.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	59.3	0.0	20.9	60.2	62.0	0.0	46.0	29.4	0.0	64.6	61.1	63.2
LnGrp LOS	E	A	C	E	E		D	C		E	E	E
Approach Vol, veh/h		695			124	A		1350	A		508	
Approach Delay, s/veh		32.7			61.3			39.8			62.3	
Approach LOS		C			E			D			E	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		39.3	49.8	33.0		17.9	11.8	71.0				
Change Period (Y+Rc), s		6.0	6.0	6.0		6.0	6.0	6.0				
Max Green Setting (Gmax), s		26.0	45.0	27.0		18.0	7.0	65.0				
Max Q Clear Time (g_c+I1), s		17.6	32.9	19.9		7.5	2.0	29.1				
Green Ext Time (p_c), s		2.1	2.7	1.5		0.3	0.0	3.1				

Intersection Summary

HCM 6th Ctrl Delay 43.2
 HCM 6th LOS D

Notes

Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary

4: Walter Way/Retail Drwy & Lake Spivey Blvd

2021 Existing Conditions

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	675	45	26	1032	4	49	1	24	1	1	7
Future Volume (veh/h)	3	675	45	26	1032	4	49	1	24	1	1	7
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	3	750	50	29	1147	4	54	1	27	1	1	8
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	605	2198	146	811	2310	1030	133	2	103	81	12	93
Arrive On Green	0.36	1.00	1.00	0.18	0.65	0.65	0.06	0.06	0.06	0.06	0.06	0.06
Sat Flow, veh/h	1781	3381	225	1781	3554	1585	1274	24	1585	1382	179	1433
Grp Volume(v), veh/h	3	394	406	29	1147	4	55	0	27	1	0	9
Grp Sat Flow(s),veh/h/ln	1781	1777	1830	1781	1777	1585	1298	0	1585	1382	0	1612
Q Serve(g_s), s	0.0	0.0	0.0	0.0	23.4	0.1	5.3	0.0	2.3	0.1	0.0	0.7
Cycle Q Clear(g_c), s	0.0	0.0	0.0	0.0	23.4	0.1	6.1	0.0	2.3	6.2	0.0	0.7
Prop In Lane	1.00		0.12	1.00		1.00	0.98		1.00	1.00		0.89
Lane Grp Cap(c), veh/h	605	1155	1189	811	2310	1030	135	0	103	81	0	104
V/C Ratio(X)	0.00	0.34	0.34	0.04	0.50	0.00	0.41	0.00	0.26	0.01	0.00	0.09
Avail Cap(c_a), veh/h	605	1155	1189	811	2310	1030	286	0	272	228	0	276
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.94	0.94	0.94	0.56	0.56	0.56	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.3	0.0	0.0	2.2	12.7	8.6	64.4	0.0	62.3	67.1	0.0	61.6
Incr Delay (d2), s/veh	0.0	0.8	0.7	0.0	0.4	0.0	2.0	0.0	1.3	0.1	0.0	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.2	0.2	0.1	8.6	0.0	2.0	0.0	1.0	0.0	0.0	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	6.3	0.8	0.7	2.2	13.1	8.6	66.4	0.0	63.6	67.1	0.0	61.9
LnGrp LOS	A	A	A	A	B	A	E	A	E	E	A	E
Approach Vol, veh/h		803			1180			82			10	
Approach Delay, s/veh		0.8			12.8			65.5			62.4	
Approach LOS		A			B			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	29.9	96.0		14.1	29.9	96.0		14.1				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	9.0	90.0		23.0	9.0	90.0		23.0				
Max Q Clear Time (g_c+I1), s	2.0	2.0		8.2	2.0	25.4		8.1				
Green Ext Time (p_c), s	0.0	5.2		0.0	0.0	10.1		0.2				

Intersection Summary

HCM 6th Ctrl Delay 10.5
 HCM 6th LOS B

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings

2021 Existing Conditions

5: Davidson Pkwy & Lake Spivey Blvd

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	87	742	192	16	1106	63	238	8	13	28	9	105
Future Volume (vph)	87	742	192	16	1106	63	238	8	13	28	9	105
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	300		150	100		450	0		0	0		0
Storage Lanes	1		1	1		1	1		1	0		1
Taper Length (ft)	25			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950	0.955			0.964	
Satd. Flow (prot)	1770	3539	1583	1770	3539	1583	1681	1690	1583	0	1796	1583
Flt Permitted	0.139			0.282			0.950	0.955			0.964	
Satd. Flow (perm)	259	3539	1583	525	3539	1583	1681	1690	1583	0	1796	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		522			1106			542			448	
Travel Time (s)		7.9			16.8			14.8			12.2	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	97	824	213	18	1229	70	264	9	14	31	10	117
Shared Lane Traffic (%)							48%					
Lane Group Flow (vph)	97	824	213	18	1229	70	137	136	14	0	41	117
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	Split	NA	Free	Split	NA	Perm
Protected Phases	5	2		1	6		8	8		4	4	
Permitted Phases	2		2	6		6			Free			4
Detector Phase	5	2	2	1	6	6	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	13.0	24.0	24.0	13.0	24.0	24.0	24.0	24.0		24.0	24.0	24.0
Total Split (s)	14.0	77.0	77.0	13.0	76.0	76.0	26.0	26.0		24.0	24.0	24.0
Total Split (%)	10.0%	55.0%	55.0%	9.3%	54.3%	54.3%	18.6%	18.6%		17.1%	17.1%	17.1%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0			-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag	Lag	Lead	Lead	Lag	Lead	Lead						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None		None	None	None
Act Effct Green (s)	90.5	86.9	86.9	86.7	78.7	78.7	17.1	17.1	140.0		15.8	15.8
Actuated g/C Ratio	0.65	0.62	0.62	0.62	0.56	0.56	0.12	0.12	1.00		0.11	0.11
v/c Ratio	0.38	0.38	0.22	0.05	0.62	0.08	0.67	0.66	0.01		0.20	0.66
Control Delay	9.5	5.8	6.0	4.2	7.0	4.8	74.4	73.8	0.0		57.3	76.3
Queue Delay	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	9.5	6.0	6.0	4.2	7.1	4.8	74.4	73.8	0.0		57.3	76.3
LOS	A	A	A	A	A	A	E	E	A		E	E
Approach Delay		6.3			6.9			70.5			71.4	
Approach LOS		A			A			E			E	
Queue Length 50th (ft)	10	61	25	3	115	11	127	126	0		34	103
Queue Length 95th (ft)	21	106	64	m6	105	18	200	197	0		71	168

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2021 Existing Conditions
Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		442			1026			462			368	
Turn Bay Length (ft)	300		150	100		450						
Base Capacity (vph)	265	2196	982	396	1989	889	252	253	1583		243	214
Starvation Cap Reductn	0	592	0	0	0	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	21	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0		0	0
Reduced v/c Ratio	0.37	0.51	0.22	0.05	0.62	0.08	0.54	0.54	0.01		0.17	0.55

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 95

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.67

Intersection Signal Delay: 16.5

Intersection LOS: B

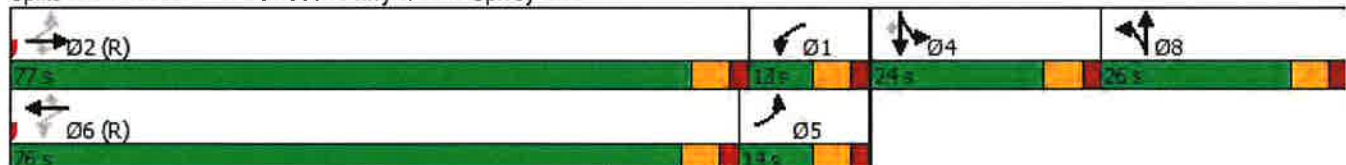
Intersection Capacity Utilization 62.4%

ICU Level of Service B

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: Davidson Pkwy & Lake Spivey Blvd



HCM 6th Signalized Intersection Summary

2021 Existing Conditions

6: I-675 NB Off-Ramp/I-675 NB On-Ramp & Lake Spivey Blvd

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 							
Traffic Volume (veh/h)	435	976	0	0	1157	292	12	1	45	0	0	0
Future Volume (veh/h)	435	976	0	0	1157	292	12	1	45	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	483	1084	0	0	1286	324	13	1	50			
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	844	3112	0	0	1574	702	88	7	84			
Arrive On Green	0.40	0.88	0.00	0.00	0.89	0.89	0.05	0.05	0.05			
Sat Flow, veh/h	1781	3647	0	0	3647	1585	1660	128	1585			
Grp Volume(v), veh/h	483	1084	0	0	1286	324	14	0	50			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1585	1787	0	1585			
Q Serve(g_s), s	16.6	7.6	0.0	0.0	21.0	5.5	1.0	0.0	4.3			
Cycle Q Clear(g_c), s	16.6	7.6	0.0	0.0	21.0	5.5	1.0	0.0	4.3			
Prop In Lane	1.00		0.00	0.00		1.00	0.93		1.00			
Lane Grp Cap(c), veh/h	844	3112	0	0	1574	702	95	0	84			
V/C Ratio(X)	0.57	0.35	0.00	0.00	0.82	0.46	0.15	0.00	0.60			
Avail Cap(c_a), veh/h	844	3112	0	0	1574	702	243	0	215			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	0.67	0.67	0.00	0.00	0.74	0.74	1.00	0.00	1.00			
Uniform Delay (d), s/veh	24.7	1.6	0.0	0.0	5.7	4.8	63.3	0.0	64.8			
Incr Delay (d2), s/veh	0.6	0.2	0.0	0.0	3.6	1.6	0.7	0.0	6.6			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	11.3	1.1	0.0	0.0	3.4	1.6	0.5	0.0	1.9			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	25.4	1.8	0.0	0.0	9.3	6.4	64.0	0.0	71.4			
LnGrp LOS	C	A	A	A	A	A	E	A	E			
Approach Vol, veh/h		1567			1610			64				
Approach Delay, s/veh		9.0			8.7			69.8				
Approach LOS		A			A			E				
Timer - Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		127.6			60.6	67.0		12.4				
Change Period (Y+Rc), s		6.0			6.0	6.0		6.0				
Max Green Setting (Gmax), s		110.0			43.0	61.0		18.0				
Max Q Clear Time (g_c+I1), s		9.6			18.6	23.0		6.3				
Green Ext Time (p_c), s		9.3			1.5	13.2		0.1				
Intersection Summary												
HCM 6th Ctrl Delay			10.1									
HCM 6th LOS			B									

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings

2021 Existing Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  		  	  					  	  	  
Traffic Volume (vph)	0	1247	63	114	1055	0	0	0	0	164	0	453
Future Volume (vph)	0	1247	63	114	1055	0	0	0	0	164	0	453
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	200		0	0		0	600		600
Storage Lanes	0		0	1		0	0		0	1		2
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.95	0.95	0.88
Frt		0.993										0.850
Flt Protected				0.950						0.950	0.950	
Satd. Flow (prot)	0	3514	0	1770	3539	0	0	0	0	1681	1681	2787
Flt Permitted				0.101						0.950	0.950	
Satd. Flow (perm)	0	3514	0	188	3539	0	0	0	0	1681	1681	2787
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		653			794			606			926	
Travel Time (s)		9.9			12.0			9.2			14.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	0	1386	70	127	1172	0	0	0	0	182	0	503
Shared Lane Traffic (%)										50%		
Lane Group Flow (vph)	0	1456	0	127	1172	0	0	0	0	91	91	503
Turn Type		NA		pm+pt	NA					Split	NA	Prot
Protected Phases		2		1	6					4	4	4
Permitted Phases				6								
Detector Phase		2		1	6					4	4	4
Switch Phase												
Minimum Initial (s)		12.0		7.0	12.0					7.0	7.0	7.0
Minimum Split (s)		24.0		13.0	24.0					24.0	24.0	24.0
Total Split (s)		82.0		17.0	99.0					41.0	41.0	41.0
Total Split (%)		58.6%		12.1%	70.7%					29.3%	29.3%	29.3%
Yellow Time (s)		4.0		4.0	4.0					4.0	4.0	4.0
All-Red Time (s)		2.0		2.0	2.0					2.0	2.0	2.0
Lost Time Adjust (s)		-1.0		-1.0	-1.0					-1.0	-1.0	-1.0
Total Lost Time (s)		5.0		5.0	5.0					5.0	5.0	5.0
Lead/Lag		Lead		Lag								
Lead-Lag Optimize?		Yes		Yes								
Recall Mode		C-Max		None	C-Max					None	None	None
Act Effct Green (s)		81.5		98.5	98.5					31.5	31.5	31.5
Actuated g/C Ratio		0.58		0.70	0.70					0.22	0.22	0.22
v/c Ratio		0.71		0.48	0.47					0.24	0.24	0.80
Control Delay		24.0		18.2	0.5					44.9	44.9	61.4
Queue Delay		0.0		0.0	0.0					0.0	0.0	0.0
Total Delay		24.0		18.2	0.6					44.9	44.9	61.4
LOS		C		B	A					D	D	E
Approach Delay		24.0			2.3						57.0	
Approach LOS		C			A						E	
Queue Length 50th (ft)		483		37	1					71	71	246
Queue Length 95th (ft)		610		m88	2					121	121	309

Lanes, Volumes, Timings

2021 Existing Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		573			714			526			846	
Turn Bay Length (ft)				200						600		600
Base Capacity (vph)		2045		267	2489					432	432	716
Starvation Cap Reductn		0		0	183					0	0	0
Spillback Cap Reductn		0		0	0					0	0	0
Storage Cap Reductn		0		0	0					0	0	0
Reduced v/c Ratio		0.71		0.48	0.51					0.21	0.21	0.70

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 128 (91%), Referenced to phase 2:EBT and 6:WBTL, Start of Green

Natural Cycle: 75

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.80

Intersection Signal Delay: 22.4

Intersection LOS: C

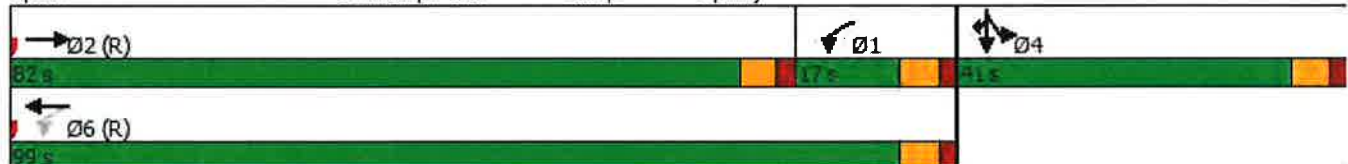
Intersection Capacity Utilization 74.4%

ICU Level of Service D

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd



HCM 6th AWSC
1: Walter Way & Davidson Pkwy

2021 Existing Conditions
Timing Plan: PM Peak

Intersection

Intersection Delay, s/veh 8.1
Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱		↰	↱			↕			↕	
Traffic Vol, veh/h	1	66	8	2	59	15	30	4	16	69	8	3
Future Vol, veh/h	1	66	8	2	59	15	30	4	16	69	8	3
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	73	9	2	66	17	33	4	18	77	9	3
Number of Lanes	1	1	0	1	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	2	2
HCM Control Delay	8.2	8.1	7.7	8.2
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1
Vol Left, %	60%	100%	0%	100%	0%	86%
Vol Thru, %	8%	0%	89%	0%	80%	10%
Vol Right, %	32%	0%	11%	0%	20%	4%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	50	1	74	2	74	80
LT Vol	30	1	0	2	0	69
Through Vol	4	0	66	0	59	8
RT Vol	16	0	8	0	15	3
Lane Flow Rate	56	1	82	2	82	89
Geometry Grp	2	7	7	7	7	2
Degree of Util (X)	0.068	0.002	0.111	0.003	0.11	0.113
Departure Headway (Hd)	4.379	5.449	4.871	5.45	4.805	4.56
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	821	659	738	659	748	788
Service Time	2.392	3.165	2.587	3.165	2.52	2.572
HCM Lane V/C Ratio	0.068	0.002	0.111	0.003	0.11	0.113
HCM Control Delay	7.7	8.2	8.2	8.2	8.1	8.2
HCM Lane LOS	A	A	A	A	A	A
HCM 95th-tile Q	0.2	0	0.4	0	0.4	0.4

Intersection

Int Delay, s/veh 514.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↖	↗	↗	↖	↗	↖
Traffic Vol, veh/h	23	3	110	37	2	46	100	998	41	42	1704	84
Future Vol, veh/h	23	3	110	37	2	46	100	998	41	42	1704	84
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	0	-	175	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	3	122	41	2	51	111	1109	46	47	1893	93

Major/Minor	Minor2		Minor1		Major1		Major2		Major2		Major2	
Conflicting Flow All	2812	3411	993	2373	3411	555	1986	0	0	1155	0	0
Stage 1	2034	2034	-	1331	1331	-	-	-	-	-	-	-
Stage 2	778	1377	-	1042	2080	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 8	7	244	~ 18	7	475	287	-	-	601	-	-
Stage 1	59	99	-	163	222	-	-	-	-	-	-	-
Stage 2	355	211	-	246	94	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 3	4	244	~ 2	4	475	287	-	-	601	-	-
Mov Cap-2 Maneuver	~ 3	4	-	~ 2	4	-	-	-	-	-	-	-
Stage 1	36	91	-	100	136	-	-	-	-	-	-	-
Stage 2	191	129	-	109	87	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, \$	4579.4	11946.1	2.2	0.3
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	287	-	-	15	4	601	-
HCM Lane V/C Ratio	0.387	-	-	10.074	23.611	0.078	-
HCM Control Delay (s)	25.3	-	-	457	11946.1	11.5	-
HCM Lane LOS	D	-	-	F	F	B	-
HCM 95th %tile Q(veh)	1.8	-	-	19.9	13.9	0.3	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

HCM 6th Signalized Intersection Summary

2021 Existing Conditions

3: N. Henry Blvd (US23-GA 42) & Lake Spivey Blvd/Wal-Mart Drwy

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	247	178	1106	124	168	121	640	363	75	70	626	129
Future Volume (veh/h)	247	178	1106	124	168	121	640	363	75	70	626	129
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A _{pbT})	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	274	198	1229	138	187	0	711	403	0	78	696	143
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	294	212	1375	216	227		741	748		230	713	146
Arrive On Green	0.09	0.09	0.09	0.12	0.12	0.00	0.21	0.40	0.00	0.06	0.24	0.24
Sat Flow, veh/h	1055	762	2790	1781	1870	1585	3456	1870	1585	1781	2936	603
Grp Volume(v), veh/h	472	0	1229	138	187	0	711	403	0	78	421	418
Grp Sat Flow(s),veh/h/ln	1818	0	1395	1781	1870	1585	1728	1870	1585	1781	1777	1762
Q Serve(g_s), s	36.1	0.0	30.4	10.3	13.7	0.0	28.5	23.1	0.0	0.0	32.9	33.0
Cycle Q Clear(g_c), s	36.1	0.0	30.4	10.3	13.7	0.0	28.5	23.1	0.0	0.0	32.9	33.0
Prop In Lane	0.58		1.00	1.00		1.00	1.00		1.00	1.00		0.34
Lane Grp Cap(c), veh/h	506	0	1375	216	227		741	748		230	432	428
V/C Ratio(X)	0.93	0.00	0.89	0.64	0.82		0.96	0.54		0.34	0.98	0.98
Avail Cap(c_a), veh/h	506	0	1375	242	254		741	748		230	432	428
HCM Platoon Ratio	0.33	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.64	0.00	0.64	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	62.3	0.0	45.0	58.6	60.0	0.0	54.4	32.1	0.0	56.9	52.6	52.6
Incr Delay (d2), s/veh	19.3	0.0	6.3	4.7	17.7	0.0	23.7	2.8	0.0	0.9	37.7	38.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	20.3	0.0	12.1	5.0	7.7	0.0	14.5	10.7	0.0	2.6	18.8	18.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	81.5	0.0	51.2	63.2	77.7	0.0	78.1	34.9	0.0	57.7	90.3	90.7
LnGrp LOS	F	A	D	E	E		E	C		E	F	F
Approach Vol, veh/h		1701			325	A		1114	A		917	
Approach Delay, s/veh		59.6			71.5			62.5			87.7	
Approach LOS		E			E			E			F	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		44.0	35.0	39.0		22.0	13.0	61.0				
Change Period (Y+Rc), s		6.0	6.0	6.0		6.0	6.0	6.0				
Max Green Setting (Gmax), s		36.0	29.0	33.0		18.0	7.0	55.0				
Max Q Clear Time (g_c+I1), s		38.1	30.5	35.0		15.7	2.0	25.1				
Green Ext Time (p_c), s		0.0	0.0	0.0		0.4	0.1	2.3				

Intersection Summary

HCM 6th Ctrl Delay 67.7
 HCM 6th LOS E

Notes

Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary

4: Walter Way/Retail Drwy & Lake Spivey Blvd

2021 Existing Conditions

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	24	1631	62	45	994	24	88	3	78	10	8	26
Future Volume (veh/h)	24	1631	62	45	994	24	88	3	78	10	8	26
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	27	1812	69	50	1104	27	98	3	87	11	9	29
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	467	2419	92	359	2462	1098	186	4	193	91	47	152
Arrive On Green	0.16	1.00	1.00	0.08	0.69	0.69	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1781	3491	132	1781	3554	1585	1111	34	1585	1307	389	1255
Grp Volume(v), veh/h	27	917	964	50	1104	27	101	0	87	11	0	38
Grp Sat Flow(s),veh/h/ln	1781	1777	1847	1781	1777	1585	1145	0	1585	1307	0	1644
Q Serve(g_s), s	0.0	0.0	0.0	0.0	19.4	0.7	9.9	0.0	7.1	1.2	0.0	2.9
Cycle Q Clear(g_c), s	0.0	0.0	0.0	0.0	19.4	0.7	12.8	0.0	7.1	14.0	0.0	2.9
Prop In Lane	1.00		0.07	1.00		1.00	0.97		1.00	1.00		0.76
Lane Grp Cap(c), veh/h	467	1231	1279	359	2462	1098	190	0	193	91	0	200
V/C Ratio(X)	0.06	0.74	0.75	0.14	0.45	0.02	0.53	0.00	0.45	0.12	0.00	0.19
Avail Cap(c_a), veh/h	467	1231	1279	359	2462	1098	219	0	226	118	0	235
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.61	0.61	0.61	0.25	0.25	0.25	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.1	0.0	0.0	4.6	9.6	6.7	61.1	0.0	57.2	66.4	0.0	55.3
Incr Delay (d2), s/veh	0.0	2.5	2.6	0.0	0.1	0.0	2.3	0.0	1.7	0.6	0.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.9	0.9	0.3	6.8	0.2	3.6	0.0	2.9	0.4	0.0	1.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.1	2.5	2.6	4.7	9.7	6.7	63.4	0.0	58.8	67.0	0.0	55.8
LnGrp LOS	A	A	A	A	A	A	E	A	E	E	A	E
Approach Vol, veh/h		1908			1181			188			49	
Approach Delay, s/veh		2.6			9.4			61.3			58.3	
Approach LOS		A			A			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	102.0		22.0	16.0	102.0		22.0				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	96.0		19.0	7.0	96.0		19.0				
Max Q Clear Time (g_c+1), s	2.0	2.0		16.0	2.0	21.4		14.8				
Green Ext Time (p_c), s	0.0	26.2		0.0	0.0	9.7		0.3				
Intersection Summary												
HCM 6th Ctrl Delay			9.2									
HCM 6th LOS			A									

HCM 6th Edition cannot analyze u-turn movements.

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2021 Existing Conditions

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	159	1650	336	33	1376	66	58	10	11	1	21	7
Future Volume (vph)	159	1650	336	33	1376	66	58	10	11	1	21	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	300		150	100		450	0		0		0	
Storage Lanes	1		1	1		1	1		1		0	
Taper Length (ft)	25			100			100				100	
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			
Flt Protected	0.950			0.950			0.950	0.966				0.964
Satd. Flow (prot)	1770	3539	1583	1770	3539	1583	1681	1709	1583	0	0	1796
Flt Permitted	0.101			0.057			0.950	0.966				0.964
Satd. Flow (perm)	188	3539	1583	106	3539	1583	1681	1709	1583	0	0	1796
Right Turn on Red			No			No			No			
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25				25
Link Distance (ft)		522			1106			542				448
Travel Time (s)		7.9			16.8			14.8				12.2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	177	1833	373	37	1529	73	64	11	12	1	23	8
Shared Lane Traffic (%)							42%					
Lane Group Flow (vph)	177	1833	373	37	1529	73	37	38	12	0	0	32
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	Split	NA	Free	Perm	Split	NA
Protected Phases	5	2		1	6		8	8			4	4
Permitted Phases	2		2	6		6			Free	4		
Detector Phase	5	2	2	1	6	6	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	13.0	24.0	24.0	13.0	24.0	24.0	24.0	24.0		24.0	24.0	24.0
Total Split (s)	18.0	79.0	79.0	13.0	74.0	74.0	24.0	24.0		24.0	24.0	24.0
Total Split (%)	12.9%	56.4%	56.4%	9.3%	52.9%	52.9%	17.1%	17.1%		17.1%	17.1%	17.1%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0				-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0				5.0
Lead/Lag	Lag	Lead	Lead	Lag	Lead	Lead						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None		None	None	None
Act Effct Green (s)	108.7	99.3	99.3	99.2	91.2	91.2	9.8	9.8	140.0			11.6
Actuated g/C Ratio	0.78	0.71	0.71	0.71	0.65	0.65	0.07	0.07	1.00			0.08
v/c Ratio	0.62	0.73	0.33	0.22	0.66	0.07	0.31	0.32	0.01			0.21
Control Delay	31.1	11.1	6.7	10.0	6.3	4.3	68.3	68.3	0.0			62.0
Queue Delay	0.0	0.6	0.4	0.0	0.0	0.0	0.0	0.0	0.0			0.0
Total Delay	31.1	11.7	7.1	10.0	6.3	4.3	68.3	68.3	0.0			62.0
LOS	C	B	A	A	A	A	E	E	A			E
Approach Delay		12.5			6.3			58.9				67.6
Approach LOS		B			A			E				E
Queue Length 50th (ft)	43	401	102	3	121	10	34	35	0			28
Queue Length 95th (ft)	m105	698	m160	m15	181	18	73	74	0			61

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2021 Existing Conditions
Timing Plan: PM Peak

Lane Group	SBR
Lane Configurations	↗
Traffic Volume (vph)	52
Future Volume (vph)	52
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	0.850
Flt Protected	
Satd. Flow (prot)	1583
Flt Permitted	
Satd. Flow (perm)	1583
Right Turn on Red	No
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.90
Adj. Flow (vph)	58
Shared Lane Traffic (%)	
Lane Group Flow (vph)	58
Turn Type	Perm
Protected Phases	
Permitted Phases	4
Detector Phase	4
Switch Phase	
Minimum Initial (s)	7.0
Minimum Split (s)	24.0
Total Split (s)	24.0
Total Split (%)	17.1%
Yellow Time (s)	4.0
All-Red Time (s)	2.0
Lost Time Adjust (s)	-1.0
Total Lost Time (s)	5.0
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	None
Act Effct Green (s)	11.6
Actuated g/C Ratio	0.08
v/c Ratio	0.44
Control Delay	70.8
Queue Delay	0.0
Total Delay	70.8
LOS	E
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	51
Queue Length 95th (ft)	97

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2021 Existing Conditions
Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Internal Link Dist (ft)		442			1026			462				368
Turn Bay Length (ft)	300		150	100		450						
Base Capacity (vph)	293	2510	1123	170	2306	1031	228	231	1583			243
Starvation Cap Reductn	0	311	356	0	0	0	0	0	0			0
Spillback Cap Reductn	0	0	0	0	21	0	0	0	0			0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0			0
Reduced v/c Ratio	0.60	0.83	0.49	0.22	0.67	0.07	0.16	0.16	0.01			0.13

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 9 (6%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 135

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.73

Intersection Signal Delay: 12.2

Intersection LOS: B

Intersection Capacity Utilization 72.5%

ICU Level of Service C

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: Davidson Pkwy & Lake Spivey Blvd



Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2021 Existing Conditions
Timing Plan: PM Peak



Lane Group	SBR
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Internal Link Dist (ft)	
-------------------------	--

Turn Bay Length (ft)	
----------------------	--

Base Capacity (vph)	214
---------------------	-----

Starvation Cap Reductn	0
------------------------	---

Spillback Cap Reductn	0
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Storage Cap Reductn	0
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Reduced v/c Ratio	0.27
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Intersection Summary	
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HCM 6th Signalized Intersection Summary

2021 Existing Conditions

6: I-675 NB Off-Ramp/I-675 NB On-Ramp & Lake Spivey Blvd

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 							
Traffic Volume (veh/h)	369	1986	0	0	1232	254	49	1	159	0	0	0
Future Volume (veh/h)	369	1986	0	0	1232	254	49	1	159	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	410	2207	0	0	1369	282	54	1	177			
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	449	2829	0	0	2299	1025	232	4	210			
Arrive On Green	0.23	1.00	0.00	0.00	1.00	1.00	0.13	0.13	0.13			
Sat Flow, veh/h	1781	3647	0	0	3647	1585	1750	32	1585			
Grp Volume(v), veh/h	410	2207	0	0	1369	282	55	0	177			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1585	1783	0	1585			
Q Serve(g_s), s	11.7	0.0	0.0	0.0	0.0	0.0	3.9	0.0	15.3			
Cycle Q Clear(g_c), s	11.7	0.0	0.0	0.0	0.0	0.0	3.9	0.0	15.3			
Prop In Lane	1.00		0.00	0.00		1.00	0.98		1.00			
Lane Grp Cap(c), veh/h	449	2829	0	0	2299	1025	236	0	210			
V/C Ratio(X)	0.91	0.78	0.00	0.00	0.60	0.28	0.23	0.00	0.84			
Avail Cap(c_a), veh/h	705	2829	0	0	2299	1025	280	0	249			
HCM Platoon Ratio	2.00	2.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	0.16	0.16	0.00	0.00	0.72	0.72	1.00	0.00	1.00			
Uniform Delay (d), s/veh	9.3	0.0	0.0	0.0	0.0	0.0	54.4	0.0	59.3			
Incr Delay (d2), s/veh	2.2	0.4	0.0	0.0	0.8	0.5	0.5	0.0	19.7			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	2.6	0.1	0.0	0.0	0.3	0.1	1.7	0.0	7.2			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	11.5	0.4	0.0	0.0	0.8	0.5	54.9	0.0	79.0			
LnGrp LOS	B	A	A	A	A	A	D	A	E			
Approach Vol, veh/h		2617			1651			232				
Approach Delay, s/veh		2.1			0.8			73.3				
Approach LOS		A			A			E				
Timer - Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		116.5			20.9	95.6		23.5				
Change Period (Y+Rc), s		6.0			6.0	6.0		6.0				
Max Green Setting (Gmax), s		107.0			35.0	66.0		21.0				
Max Q Clear Time (g_c+I1), s		2.0			13.7	2.0		17.3				
Green Ext Time (p_c), s		43.5			1.2	15.9		0.3				

Intersection Summary

HCM 6th Ctrl Delay 5.3
 HCM 6th LOS A

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings

2021 Existing Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	1878	60	99	1182	0	0	0	0	477	4	597
Future Volume (vph)	0	1878	60	99	1182	0	0	0	0	477	4	597
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	200		0	0		0	600		600
Storage Lanes	0		0	1		0	0		0	1		2
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.95	0.95	0.88
Frt		0.995										0.850
Flt Protected				0.950						0.950	0.953	
Satd. Flow (prot)	0	3522	0	1770	3539	0	0	0	0	1681	1686	2787
Flt Permitted				0.044						0.950	0.953	
Satd. Flow (perm)	0	3522	0	82	3539	0	0	0	0	1681	1686	2787
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		653			794			606			926	
Travel Time (s)		9.9			12.0			9.2			14.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	0	2087	67	110	1313	0	0	0	0	530	4	663
Shared Lane Traffic (%)										50%		
Lane Group Flow (vph)	0	2154	0	110	1313	0	0	0	0	265	269	663
Turn Type		NA		pm+pt	NA					Split	NA	Prot
Protected Phases		2		1	6					4	4	4
Permitted Phases				6								
Detector Phase		2		1	6					4	4	4
Switch Phase												
Minimum Initial (s)		12.0		7.0	12.0					7.0	7.0	7.0
Minimum Split (s)		24.0		13.0	24.0					24.0	24.0	24.0
Total Split (s)		90.0		13.0	103.0					37.0	37.0	37.0
Total Split (%)		64.3%		9.3%	73.6%					26.4%	26.4%	26.4%
Yellow Time (s)		4.0		4.0	4.0					4.0	4.0	4.0
All-Red Time (s)		2.0		2.0	2.0					2.0	2.0	2.0
Lost Time Adjust (s)		-1.0		-1.0	-1.0					-1.0	-1.0	-1.0
Total Lost Time (s)		5.0		5.0	5.0					5.0	5.0	5.0
Lead/Lag		Lead		Lag								
Lead-Lag Optimize?		Yes		Yes								
Recall Mode		C-Max		None	C-Max					None	None	None
Act Effct Green (s)		85.0		98.0	98.0					32.0	32.0	32.0
Actuated g/C Ratio		0.61		0.70	0.70					0.23	0.23	0.23
v/c Ratio		1.01		0.72	0.53					0.69	0.70	1.04
Control Delay		48.8		42.5	7.2					60.0	60.5	98.4
Queue Delay		0.0		0.0	0.0					0.0	0.0	0.0
Total Delay		48.8		42.5	7.2					60.0	60.5	98.4
LOS		D		D	A					E	E	F
Approach Delay		48.8			9.9						81.4	
Approach LOS		D			A						F	
Queue Length 50th (ft)		~1013		32	124					234	238	~369
Queue Length 95th (ft)		#1211		m82	131					343	347	#506

Lanes, Volumes, Timings

2021 Existing Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		573			714			526			846	
Turn Bay Length (ft)				200						600		600
Base Capacity (vph)		2138		153	2477					384	385	637
Starvation Cap Reductn		0		0	79					0	0	0
Spillback Cap Reductn		0		0	0					0	0	0
Storage Cap Reductn		0		0	0					0	0	0
Reduced v/c Ratio		1.01		0.72	0.55					0.69	0.70	1.04

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 122 (87%), Referenced to phase 2:EBT and 6:WBTL, Start of Green

Natural Cycle: 140

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.04

Intersection Signal Delay: 45.4

Intersection LOS: D

Intersection Capacity Utilization 85.5%

ICU Level of Service E

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

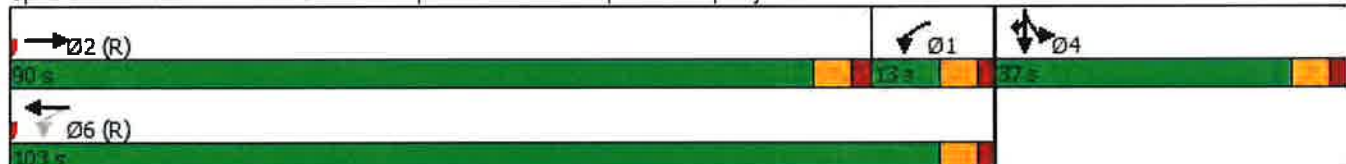
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd



HCM 6th AWSC
1: Walter Way & Davidson Pkwy

2024 No-Build Conditions
Timing Plan: AM Peak

Intersection

Intersection Delay, s/veh 10.1
Intersection LOS B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	113	39	10	192	46	55	7	130	13	7	2
Future Vol, veh/h	4	113	39	10	192	46	55	7	130	13	7	2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	126	43	11	213	51	61	8	144	14	8	2
Number of Lanes	1	1	0	1	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	2			2			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			2			2		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			2			2		
HCM Control Delay	9.7			10.9			9.6			8.7		
HCM LOS	A			B			A			A		

Lane	NBLn1	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1
Vol Left, %	29%	100%	0%	100%	0%	59%
Vol Thru, %	4%	0%	74%	0%	81%	32%
Vol Right, %	68%	0%	26%	0%	19%	9%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	192	4	152	10	238	22
LT Vol	55	4	0	10	0	13
Through Vol	7	0	113	0	192	7
RT Vol	130	0	39	0	46	2
Lane Flow Rate	213	4	169	11	264	24
Geometry Grp	2	7	7	7	7	2
Degree of Util (X)	0.281	0.007	0.244	0.018	0.378	0.037
Departure Headway (Hd)	4.734	5.892	5.206	5.786	5.146	5.419
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	755	603	684	615	695	655
Service Time	2.789	3.667	2.981	3.555	2.914	3.503
HCM Lane V/C Ratio	0.282	0.007	0.247	0.018	0.38	0.037
HCM Control Delay	9.6	8.7	9.7	8.7	11	8.7
HCM Lane LOS	A	A	A	A	B	A
HCM 95th-tile Q	1.2	0	1	0.1	1.8	0.1

Intersection

Int Delay, s/veh 10.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↖	↗	↗	↖	↗	↖
Traffic Vol, veh/h	27	3	68	13	3	17	87	1380	27	9	668	26
Future Vol, veh/h	27	3	68	13	3	17	87	1380	27	9	668	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	0	-	175	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	30	3	76	14	3	19	97	1533	30	10	742	29

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1739	2534	386	2120	2518	767	771	0	0	1563	0	0
Stage 1	777	777	-	1727	1727	-	-	-	-	-	-	-
Stage 2	962	1757	-	393	791	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	56	27	612	29	28	345	840	-	-	419	-	-
Stage 1	356	405	-	92	142	-	-	-	-	-	-	-
Stage 2	275	137	-	603	399	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	42	23	612	20	24	345	840	-	-	419	-	-
Mov Cap-2 Maneuver	42	23	-	20	24	-	-	-	-	-	-	-
Stage 1	315	395	-	81	126	-	-	-	-	-	-	-
Stage 2	224	121	-	512	389	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	152.9	269.8	0.6	0.2
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	840	-	-	111 40	419	-	-
HCM Lane V/C Ratio	0.115	-	-	0.981 0.917	0.024	-	-
HCM Control Delay (s)	9.8	-	-	152.9 269.8	13.8	-	-
HCM Lane LOS	A	-	-	F F	B	-	-
HCM 95th %tile Q(veh)	0.4	-	-	6.3 3.5	0.1	-	-

HCM 6th Signalized Intersection Summary

2024 No-Build Conditions

3: N. Henry Blvd (US23-GA 42) & Lake Spivey Blvd/Wal-Mart Drwy

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	104	97	454	44	72	58	798	473	51	43	269	165
Future Volume (veh/h)	104	97	454	44	72	58	798	473	51	43	269	165
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	116	108	504	49	80	0	887	526	0	48	299	183
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	230	214	1576	164	173		1109	882		139	428	255
Arrive On Green	0.08	0.08	0.08	0.09	0.09	0.00	0.32	0.47	0.00	0.05	0.20	0.20
Sat Flow, veh/h	944	879	2790	1781	1870	1585	3456	1870	1585	1781	2141	1276
Grp Volume(v), veh/h	224	0	504	49	80	0	887	526	0	48	247	235
Grp Sat Flow(s),veh/h/ln	1823	0	1395	1781	1870	1585	1728	1870	1585	1781	1777	1641
Q Serve(g_s), s	16.5	0.0	0.0	3.6	5.7	0.0	32.8	29.0	0.0	0.0	18.1	18.7
Cycle Q Clear(g_c), s	16.5	0.0	0.0	3.6	5.7	0.0	32.8	29.0	0.0	0.0	18.1	18.7
Prop In Lane	0.52		1.00	1.00		1.00	1.00		1.00	1.00		0.78
Lane Grp Cap(c), veh/h	445	0	1576	164	173		1109	882		139	355	328
V/C Ratio(X)	0.50	0.00	0.32	0.30	0.46		0.80	0.60		0.34	0.69	0.72
Avail Cap(c_a), veh/h	445	0	1576	242	254		1135	882		153	355	328
HCM Platoon Ratio	0.33	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.97	0.00	0.97	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	56.2	0.0	20.7	59.3	60.3	0.0	43.4	27.2	0.0	63.3	52.0	52.3
Incr Delay (d2), s/veh	3.9	0.0	0.5	1.0	1.9	0.0	4.1	3.0	0.0	1.5	10.7	12.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.6	0.0	5.4	1.7	2.8	0.0	14.3	13.1	0.0	1.7	8.9	8.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	60.1	0.0	21.2	60.3	62.2	0.0	47.5	30.2	0.0	64.7	62.7	64.9
LnGrp LOS	E	A	C	E	E		D	C		E	E	E
Approach Vol, veh/h		728			129	A		1413	A		530	
Approach Delay, s/veh		33.2			61.5			41.1			63.9	
Approach LOS		C			E			D			E	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		39.2	49.9	33.0		17.9	11.9	71.0				
Change Period (Y+Rc), s		6.0	6.0	6.0		6.0	6.0	6.0				
Max Green Setting (Gmax), s		26.0	45.0	27.0		18.0	7.0	65.0				
Max Q Clear Time (g_c+I1), s		18.5	34.8	20.7		7.7	2.0	31.0				
Green Ext Time (p_c), s		2.0	2.6	1.4		0.3	0.0	3.3				

Intersection Summary

HCM 6th Ctrl Delay 44.3
 HCM 6th LOS D

Notes

Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary

4: Walter Way/Retail Drwy & Lake Spivey Blvd

2024 No-Build Conditions

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	706	47	27	1079	4	51	1	25	1	1	7
Future Volume (veh/h)	3	706	47	27	1079	4	51	1	25	1	1	7
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	3	784	52	30	1199	4	57	1	28	1	1	8
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	584	2199	146	792	2310	1030	137	2	106	81	12	96
Arrive On Green	0.35	1.00	1.00	0.18	0.65	0.65	0.07	0.07	0.07	0.07	0.07	0.07
Sat Flow, veh/h	1781	3383	224	1781	3554	1585	1279	22	1585	1381	179	1433
Grp Volume(v), veh/h	3	412	424	30	1199	4	58	0	28	1	0	9
Grp Sat Flow(s),veh/h/ln	1781	1777	1830	1781	1777	1585	1302	0	1585	1381	0	1612
Q Serve(g_s), s	0.0	0.0	0.0	0.0	25.0	0.1	5.6	0.0	2.3	0.1	0.0	0.7
Cycle Q Clear(g_c), s	0.0	0.0	0.0	0.0	25.0	0.1	6.4	0.0	2.3	6.5	0.0	0.7
Prop In Lane	1.00		0.12	1.00		1.00	0.98		1.00	1.00		0.89
Lane Grp Cap(c), veh/h	584	1155	1189	792	2310	1030	138	0	106	81	0	108
V/C Ratio(X)	0.01	0.36	0.36	0.04	0.52	0.00	0.42	0.00	0.26	0.01	0.00	0.08
Avail Cap(c_a), veh/h	584	1155	1189	792	2310	1030	286	0	272	225	0	276
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.92	0.92	0.92	0.52	0.52	0.52	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.9	0.0	0.0	2.2	12.9	8.6	64.3	0.0	62.0	67.1	0.0	61.3
Incr Delay (d2), s/veh	0.0	0.8	0.8	0.0	0.4	0.0	2.0	0.0	1.3	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.3	0.3	0.1	9.2	0.0	2.1	0.0	1.0	0.0	0.0	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	6.9	0.8	0.8	2.2	13.4	8.6	66.3	0.0	63.3	67.1	0.0	61.6
LnGrp LOS	A	A	A	A	B	A	E	A	E	E	A	E
Approach Vol, veh/h		839			1233			86			10	
Approach Delay, s/veh		0.8			13.1			65.3			62.1	
Approach LOS		A			B			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	29.6	96.0		14.4	29.6	96.0		14.4				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	9.0	90.0		23.0	9.0	90.0		23.0				
Max Q Clear Time (g_c+I1), s	2.0	2.0		8.5	2.0	27.0		8.4				
Green Ext Time (p_c), s	0.0	5.5		0.0	0.0	10.9		0.2				

Intersection Summary

HCM 6th Ctrl Delay 10.6
 HCM 6th LOS B

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2024 No-Build Conditions

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	91	776	201	17	1157	66	249	8	14	29	9	110
Future Volume (vph)	91	776	201	17	1157	66	249	8	14	29	9	110
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	300		150	100		450	0		0	0		0
Storage Lanes	1		1	1		1	1		1	0		1
Taper Length (ft)	25			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950	0.955			0.963	
Satd. Flow (prot)	1770	3539	1583	1770	3539	1583	1681	1690	1583	0	1794	1583
Flt Permitted	0.124			0.264			0.950	0.955			0.963	
Satd. Flow (perm)	231	3539	1583	492	3539	1583	1681	1690	1583	0	1794	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		522			1106			542			448	
Travel Time (s)		7.9			16.8			14.8			12.2	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	101	862	223	19	1286	73	277	9	16	32	10	122
Shared Lane Traffic (%)							48%					
Lane Group Flow (vph)	101	862	223	19	1286	73	144	142	16	0	42	122
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	Split	NA	Free	Split	NA	Perm
Protected Phases	5	2		1	6		8	8		4	4	
Permitted Phases	2		2	6		6			Free			4
Detector Phase	5	2	2	1	6	6	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	13.0	24.0	24.0	13.0	24.0	24.0	24.0	24.0		24.0	24.0	24.0
Total Split (s)	14.0	77.0	77.0	13.0	76.0	76.0	26.0	26.0		24.0	24.0	24.0
Total Split (%)	10.0%	55.0%	55.0%	9.3%	54.3%	54.3%	18.6%	18.6%		17.1%	17.1%	17.1%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0			-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag	Lag	Lead	Lead	Lag	Lead	Lead						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None		None	None	None
Act Effct Green (s)	89.1	83.7	83.7	85.9	77.9	77.9	17.5	17.5	140.0		16.1	16.1
Actuated g/C Ratio	0.64	0.60	0.60	0.61	0.56	0.56	0.12	0.12	1.00		0.12	0.12
v/c Ratio	0.42	0.41	0.24	0.05	0.65	0.08	0.69	0.67	0.01		0.20	0.67
Control Delay	12.6	6.9	7.0	4.3	7.6	4.9	75.1	74.0	0.0		57.2	77.4
Queue Delay	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	12.6	7.1	7.0	4.3	7.6	4.9	75.1	74.0	0.0		57.2	77.4
LOS	B	A	A	A	A	A	E	E	A		E	E
Approach Delay		7.6			7.4			70.6			72.2	
Approach LOS		A			A			E			E	
Queue Length 50th (ft)	12	96	47	3	122	12	133	131	0		35	107
Queue Length 95th (ft)	35	111	66	m6	108	18	209	205	0		72	176

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2024 No-Build Conditions

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		442			1026			462			368	
Turn Bay Length (ft)	300		150	100		450						
Base Capacity (vph)	246	2114	946	374	1968	880	252	253	1583		243	214
Starvation Cap Reductn	0	453	0	0	0	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	32	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0		0	0
Reduced v/c Ratio	0.41	0.52	0.24	0.05	0.66	0.08	0.57	0.56	0.01		0.17	0.57

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 95

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.69

Intersection Signal Delay: 17.3

Intersection LOS: B

Intersection Capacity Utilization 64.1%

ICU Level of Service C

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: Davidson Pkwy & Lake Spivey Blvd



HCM 6th Signalized Intersection Summary

2024 No-Build Conditions

6: I-675 NB Off-Ramp/I-675 NB On-Ramp & Lake Spivey Blvd

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	455	1021	0	0	1210	305	13	1	47	0	0	0
Future Volume (veh/h)	455	1021	0	0	1210	305	13	1	47	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	506	1134	0	0	1344	339	14	1	52			
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	829	3110	0	0	1574	702	89	6	85			
Arrive On Green	0.40	0.88	0.00	0.00	0.89	0.89	0.05	0.05	0.05			
Sat Flow, veh/h	1781	3647	0	0	3647	1585	1668	119	1585			
Grp Volume(v), veh/h	506	1134	0	0	1344	339	15	0	52			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1585	1787	0	1585			
Q Serve(g_s), s	20.0	8.2	0.0	0.0	24.8	6.0	1.1	0.0	4.5			
Cycle Q Clear(g_c), s	20.0	8.2	0.0	0.0	24.8	6.0	1.1	0.0	4.5			
Prop In Lane	1.00		0.00	0.00		1.00	0.93		1.00			
Lane Grp Cap(c), veh/h	829	3110	0	0	1574	702	96	0	85			
V/C Ratio(X)	0.61	0.36	0.00	0.00	0.85	0.48	0.16	0.00	0.61			
Avail Cap(c_a), veh/h	829	3110	0	0	1574	702	243	0	215			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	0.62	0.62	0.00	0.00	0.70	0.70	1.00	0.00	1.00			
Uniform Delay (d), s/veh	26.7	1.6	0.0	0.0	5.9	4.8	63.2	0.0	64.8			
Incr Delay (d2), s/veh	0.8	0.2	0.0	0.0	4.4	1.7	0.8	0.0	7.0			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	12.3	1.2	0.0	0.0	3.7	1.6	0.5	0.0	2.0			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	27.5	1.8	0.0	0.0	10.3	6.5	64.0	0.0	71.9			
LnGrp LOS	C	A	A	A	B	A	E	A	E			
Approach Vol, veh/h		1640			1683			67				
Approach Delay, s/veh		9.7			9.5			70.1				
Approach LOS		A			A			E				
Timer - Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		127.5			60.5	67.0		12.5				
Change Period (Y+Rc), s		6.0			6.0	6.0		6.0				
Max Green Setting (Gmax), s		110.0			43.0	61.0		18.0				
Max Q Clear Time (g_c+I1), s		10.2			22.0	26.8		6.5				
Green Ext Time (p_c), s		10.0			1.5	13.7		0.1				
Intersection Summary												
HCM 6th Ctrl Delay			10.8									
HCM 6th LOS			B									

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings

2024 No-Build Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	1304	66	119	1103	0	0	0	0	171	0	474
Future Volume (vph)	0	1304	66	119	1103	0	0	0	0	171	0	474
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	200		0	0		0	600		600
Storage Lanes	0		0	1		0	0		0	1		2
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.95	0.95	0.88
Frt		0.993										0.850
Flt Protected				0.950						0.950	0.950	
Satd. Flow (prot)	0	3514	0	1770	3539	0	0	0	0	1681	1681	2787
Flt Permitted				0.086						0.950	0.950	
Satd. Flow (perm)	0	3514	0	160	3539	0	0	0	0	1681	1681	2787
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		653			794			606			926	
Travel Time (s)		9.9			12.0			9.2			14.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	0	1449	73	132	1226	0	0	0	0	190	0	527
Shared Lane Traffic (%)										50%		
Lane Group Flow (vph)	0	1522	0	132	1226	0	0	0	0	95	95	527
Turn Type		NA		pm+pt	NA					Split	NA	Prot
Protected Phases		2		1	6					4	4	4
Permitted Phases				6								
Detector Phase		2		1	6					4	4	4
Switch Phase												
Minimum Initial (s)		12.0		7.0	12.0					7.0	7.0	7.0
Minimum Split (s)		24.0		13.0	24.0					24.0	24.0	24.0
Total Split (s)		82.0		17.0	99.0					41.0	41.0	41.0
Total Split (%)		58.6%		12.1%	70.7%					29.3%	29.3%	29.3%
Yellow Time (s)		4.0		4.0	4.0					4.0	4.0	4.0
All-Red Time (s)		2.0		2.0	2.0					2.0	2.0	2.0
Lost Time Adjust (s)		-1.0		-1.0	-1.0					-1.0	-1.0	-1.0
Total Lost Time (s)		5.0		5.0	5.0					5.0	5.0	5.0
Lead/Lag		Lead		Lag								
Lead-Lag Optimize?		Yes		Yes								
Recall Mode		C-Max		None	C-Max					None	None	None
Act Effct Green (s)		80.8		97.8	97.8					32.2	32.2	32.2
Actuated g/C Ratio		0.58		0.70	0.70					0.23	0.23	0.23
v/c Ratio		0.75		0.53	0.50					0.25	0.25	0.82
Control Delay		25.7		21.7	0.5					44.6	44.6	62.4
Queue Delay		0.0		0.0	0.1					0.0	0.0	0.0
Total Delay		25.7		21.7	0.5					44.6	44.6	62.4
LOS		C		C	A					D	D	E
Approach Delay		25.7			2.6						57.7	
Approach LOS		C			A						E	
Queue Length 50th (ft)		533		52	0					73	73	257
Queue Length 95th (ft)		657		m95	0					125	125	325

Lanes, Volumes, Timings

2024 No-Build Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		573			714			526			846	
Turn Bay Length (ft)				200						600		600
Base Capacity (vph)		2028		249	2472					432	432	716
Starvation Cap Reductn		0		0	185					0	0	0
Spillback Cap Reductn		0		0	0					0	0	0
Storage Cap Reductn		0		0	0					0	0	0
Reduced v/c Ratio		0.75		0.53	0.54					0.22	0.22	0.74

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 128 (91%), Referenced to phase 2:EBT and 6:WBTL, Start of Green

Natural Cycle: 75

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.82

Intersection Signal Delay: 23.4

Intersection LOS: C

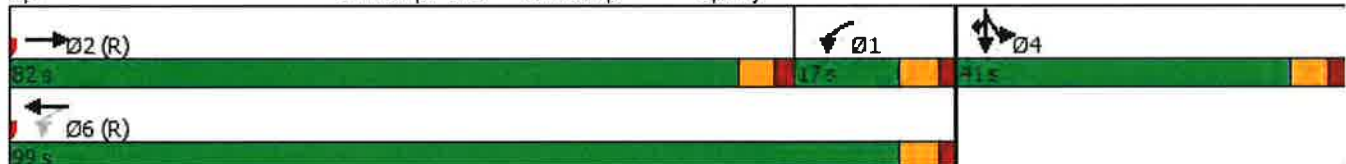
Intersection Capacity Utilization 77.0%

ICU Level of Service D

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd



HCM 6th AWSC
1: Walter Way & Davidson Pkwy

2024 No-Build Conditions
Timing Plan: PM Peak

Intersection

Intersection Delay, s/veh 8.1
Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	69	8	2	62	16	31	4	17	72	8	3
Future Vol, veh/h	1	69	8	2	62	16	31	4	17	72	8	3
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	77	9	2	69	18	34	4	19	80	9	3
Number of Lanes	1	1	0	1	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	2	2
HCM Control Delay	8.3	8.2	7.7	8.2
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1
Vol Left, %	60%	100%	0%	100%	0%	87%
Vol Thru, %	8%	0%	90%	0%	79%	10%
Vol Right, %	33%	0%	10%	0%	21%	4%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	52	1	77	2	78	83
LT Vol	31	1	0	2	0	72
Through Vol	4	0	69	0	62	8
RT Vol	17	0	8	0	16	3
Lane Flow Rate	58	1	86	2	87	92
Geometry Grp	2	7	7	7	7	2
Degree of Util (X)	0.071	0.002	0.116	0.003	0.116	0.117
Departure Headway (Hd)	4.397	5.467	4.892	5.466	4.82	4.583
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	817	657	735	657	745	785
Service Time	2.412	3.183	2.608	3.183	2.536	2.597
HCM Lane V/C Ratio	0.071	0.002	0.117	0.003	0.117	0.117
HCM Control Delay	7.7	8.2	8.3	8.2	8.2	8.2
HCM Lane LOS	A	A	A	A	A	A
HCM 95th-tile Q	0.2	0	0.4	0	0.4	0.4

HCM 6th TWSC
2: N. Henry Blvd (US23-GA 42) & Davidson Pkwy/Retail Drwy

2024 No-Build Conditions

Timing Plan: PM Peak

Intersection

Int Delay, s/veh 284.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↕	↕	↔	↕	↕
Traffic Vol, veh/h	24	3	115	39	2	48	105	1044	43	44	1782	88
Future Vol, veh/h	24	3	115	39	2	48	105	1044	43	44	1782	88
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	0	-	175	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	3	128	43	2	53	117	1160	48	49	1980	98

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2942	3569	1039	2484	3570	580	2078	0	0	1208	0	0
Stage 1	2127	2127	-	1394	1394	-	-	-	-	-	-	-
Stage 2	815	1442	-	1090	2176	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 7	6	227	~ 15	6	458	264	-	-	573	-	-
Stage 1	51	89	-	149	207	-	-	-	-	-	-	-
Stage 2	338	196	-	230	84	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 2	~ 3	227	-	3	458	264	-	-	573	-	-
Mov Cap-2 Maneuver	~ 2	~ 3	-	-	3	-	-	-	-	-	-	-
Stage 1	28	81	-	83	115	-	-	-	-	-	-	-
Stage 2	163	109	-	88	77	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, \$ 6670.1			2.6	0.3
HCM LOS	F	-		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	264	-	-	11	-	573	-	-
HCM Lane V/C Ratio	0.442	-	-	14.343	-	0.085	-	-
HCM Control Delay (s)	29	-	-	\$ 6670.1	-	11.9	-	-
HCM Lane LOS	D	-	-	F	-	B	-	-
HCM 95th %tile Q(veh)	2.1	-	-	21.1	-	0.3	-	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

HCM 6th Signalized Intersection Summary

2024 No-Build Conditions

3: N. Henry Blvd (US23-GA 42) & Lake Spivey Blvd/Wal-Mart Drwy

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	258	186	1157	130	176	127	669	380	78	73	655	135
Future Volume (veh/h)	258	186	1157	130	176	127	669	380	78	73	655	135
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	287	207	1286	144	196	0	743	422	0	81	728	150
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	297	214	1363	224	235		716	735		217	713	147
Arrive On Green	0.09	0.09	0.09	0.13	0.13	0.00	0.21	0.39	0.00	0.06	0.24	0.24
Sat Flow, veh/h	1056	762	2790	1781	1870	1585	3456	1870	1585	1781	2934	604
Grp Volume(v), veh/h	494	0	1286	144	196	0	743	422	0	81	441	437
Grp Sat Flow(s), veh/h/ln	1818	0	1395	1781	1870	1585	1728	1870	1585	1781	1777	1762
Q Serve(g_s), s	37.9	0.0	34.8	10.8	14.3	0.0	29.0	24.8	0.0	0.0	34.0	34.0
Cycle Q Clear(g_c), s	37.9	0.0	34.8	10.8	14.3	0.0	29.0	24.8	0.0	0.0	34.0	34.0
Prop In Lane	0.58		1.00	1.00		1.00	1.00		1.00	1.00		0.34
Lane Grp Cap(c), veh/h	511	0	1363	224	235		716	735		217	432	428
V/C Ratio(X)	0.97	0.00	0.94	0.64	0.83		1.04	0.57		0.37	1.02	1.02
Avail Cap(c_a), veh/h	511	0	1363	242	254		716	735		217	432	428
HCM Platoon Ratio	0.33	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.59	0.00	0.59	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	62.8	0.0	47.1	58.2	59.8	0.0	55.5	33.3	0.0	58.6	53.0	53.0
Incr Delay (d2), s/veh	23.3	0.0	9.5	5.1	19.5	0.0	43.9	3.2	0.0	1.1	48.9	49.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	21.8	0.0	14.4	5.2	8.1	0.0	16.7	11.6	0.0	2.7	20.6	20.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	86.2	0.0	56.6	63.3	79.3	0.0	99.4	36.6	0.0	59.7	101.9	102.2
LnGrp LOS	F	A	E	E	E		F	D		E	F	F
Approach Vol, veh/h		1780			340	A		1165	A		959	
Approach Delay, s/veh		64.8			72.5			76.6			98.5	
Approach LOS		E			E			E			F	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		44.4	34.0	39.0		22.6	13.0	60.0				
Change Period (Y+Rc), s		6.0	6.0	6.0		6.0	6.0	6.0				
Max Green Setting (Gmax), s		37.0	28.0	33.0		18.0	7.0	54.0				
Max Q Clear Time (g_c+I1), s		39.9	31.0	36.0		16.3	2.0	26.8				
Green Ext Time (p_c), s		0.0	0.0	0.0		0.3	0.1	2.4				

Intersection Summary

HCM 6th Ctrl Delay 76.3
 HCM 6th LOS E

Notes

Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary

4: Walter Way/Retail Drwy & Lake Spivey Blvd

2024 No-Build Conditions

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	25	1706	65	47	1039	25	92	3	82	10	8	27
Future Volume (veh/h)	25	1706	65	47	1039	25	92	3	82	10	8	27
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	28	1896	72	52	1154	28	102	3	91	11	9	30
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	444	2419	91	339	2462	1098	190	4	198	90	47	158
Arrive On Green	0.15	1.00	1.00	0.08	0.69	0.69	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1781	3492	132	1781	3554	1585	1112	33	1585	1302	379	1264
Grp Volume(v), veh/h	28	959	1009	52	1154	28	105	0	91	11	0	39
Grp Sat Flow(s),veh/h/ln	1781	1777	1847	1781	1777	1585	1145	0	1585	1302	0	1643
Q Serve(g_s), s	0.0	0.0	0.0	0.0	20.7	0.8	10.3	0.0	7.5	1.2	0.0	3.0
Cycle Q Clear(g_c), s	0.0	0.0	0.0	0.0	20.7	0.8	13.3	0.0	7.5	14.5	0.0	3.0
Prop In Lane	1.00		0.07	1.00		1.00	0.97		1.00	1.00		0.77
Lane Grp Cap(c), veh/h	444	1231	1279	339	2462	1098	194	0	198	90	0	205
V/C Ratio(X)	0.06	0.78	0.79	0.15	0.47	0.03	0.54	0.00	0.46	0.12	0.00	0.19
Avail Cap(c_a), veh/h	444	1231	1279	339	2462	1098	218	0	226	114	0	235
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.56	0.56	0.56	0.10	0.10	0.10	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.8	0.0	0.0	4.9	9.8	6.7	60.9	0.0	56.9	66.4	0.0	54.9
Incr Delay (d2), s/veh	0.0	2.8	2.9	0.0	0.1	0.0	2.4	0.0	1.7	0.6	0.0	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	1.0	1.0	0.4	7.2	0.2	3.7	0.0	3.1	0.4	0.0	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.8	2.8	2.9	4.9	9.8	6.7	63.2	0.0	58.5	67.0	0.0	55.4
LnGrp LOS	A	A	A	A	A	A	E	A	E	E	A	E
Approach Vol, veh/h		1996			1234			196			50	
Approach Delay, s/veh		2.9			9.6			61.0			57.9	
Approach LOS		A			A			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.5	102.0		22.5	15.5	102.0		22.5				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	96.0		19.0	7.0	96.0		19.0				
Max Q Clear Time (g_c+I1), s	2.0	2.0		16.5	2.0	22.7		15.3				
Green Ext Time (p_c), s	0.0	29.9		0.0	0.0	10.4		0.3				

Intersection Summary

HCM 6th Ctrl Delay 9.4
 HCM 6th LOS A

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2024 No-Build Conditions

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	166	1725	351	35	1439	69	61	10	12	22	7	54
Future Volume (vph)	166	1725	351	35	1439	69	61	10	12	22	7	54
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	300		150	100		450	0		0	0		0
Storage Lanes	1		1	1		1	1		1	0		1
Taper Length (ft)	25			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950	0.965			0.964	
Satd. Flow (prot)	1770	3539	1583	1770	3539	1583	1681	1708	1583	0	1796	1583
Flt Permitted	0.086			0.046			0.950	0.965			0.964	
Satd. Flow (perm)	160	3539	1583	86	3539	1583	1681	1708	1583	0	1796	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		522			1106			542			448	
Travel Time (s)		7.9			16.8			14.8			12.2	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	184	1917	390	39	1599	77	68	11	13	24	8	60
Shared Lane Traffic (%)							42%					
Lane Group Flow (vph)	184	1917	390	39	1599	77	39	40	13	0	32	60
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	Split	NA	Free	Split	NA	Perm
Protected Phases	5	2		1	6		8	8		4	4	
Permitted Phases	2		2	6		6			Free			4
Detector Phase	5	2	2	1	6	6	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	13.0	24.0	24.0	13.0	24.0	24.0	24.0	24.0		24.0	24.0	24.0
Total Split (s)	18.0	79.0	79.0	13.0	74.0	74.0	24.0	24.0		24.0	24.0	24.0
Total Split (%)	12.9%	56.4%	56.4%	9.3%	52.9%	52.9%	17.1%	17.1%		17.1%	17.1%	17.1%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0			-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag	Lag	Lead	Lead	Lag	Lead	Lead						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None		None	None	None
Act Effct Green (s)	108.4	99.0	99.0	98.8	90.8	90.8	10.0	10.0	140.0		11.8	11.8
Actuated g/C Ratio	0.77	0.71	0.71	0.71	0.65	0.65	0.07	0.07	1.00		0.08	0.08
v/c Ratio	0.68	0.77	0.35	0.25	0.70	0.08	0.33	0.33	0.01		0.21	0.45
Control Delay	36.2	12.1	6.7	13.4	7.5	4.9	68.4	68.4	0.0		61.7	71.0
Queue Delay	0.0	0.9	0.5	0.0	0.1	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	36.2	13.1	7.2	13.4	7.6	4.9	68.4	68.4	0.0		61.7	71.0
LOS	D	B	A	B	A	A	E	E	A		E	E
Approach Delay		13.9			7.6			58.7			67.7	
Approach LOS		B			A			E			E	
Queue Length 50th (ft)	67	463	87	3	103	8	35	36	0		28	53
Queue Length 95th (ft)	m119	814	m157	m30	214	22	75	77	0		61	100

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2024 No-Build Conditions

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		442			1026			462			368	
Turn Bay Length (ft)	300		150	100		450						
Base Capacity (vph)	273	2502	1119	156	2294	1026	228	231	1583		243	214
Starvation Cap Reductn	0	307	352	0	0	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	57	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0		0	0
Reduced v/c Ratio	0.67	0.87	0.51	0.25	0.71	0.08	0.17	0.17	0.01		0.13	0.28

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 1 (1%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 135

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.77

Intersection Signal Delay: 13.5

Intersection LOS: B

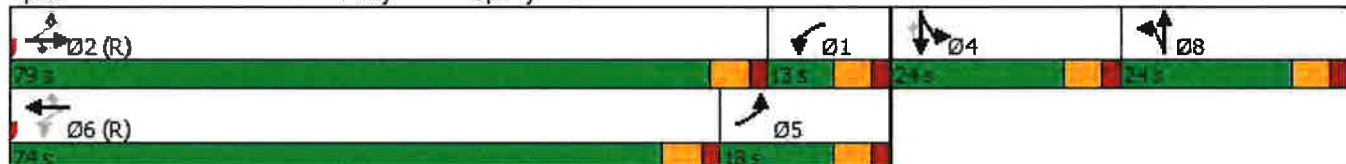
Intersection Capacity Utilization 74.6%

ICU Level of Service D

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: Davidson Pkwy & Lake Spivey Blvd



HCM 6th Signalized Intersection Summary

2024 No-Build Conditions

6: I-675 NB Off-Ramp/I-675 NB On-Ramp & Lake Spivey Blvd

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	386	2077	0	0	1288	266	51	1	166	0	0	0
Future Volume (veh/h)	386	2077	0	0	1288	266	51	1	166	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	429	2308	0	0	1431	296	57	1	184			
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	457	2814	0	0	2231	995	239	4	216			
Arrive On Green	0.26	1.00	0.00	0.00	1.00	1.00	0.14	0.14	0.14			
Sat Flow, veh/h	1781	3647	0	0	3647	1585	1752	31	1585			
Grp Volume(v), veh/h	429	2308	0	0	1431	296	58	0	184			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1585	1783	0	1585			
Q Serve(g_s), s	13.8	0.0	0.0	0.0	0.0	0.0	4.1	0.0	15.9			
Cycle Q Clear(g_c), s	13.8	0.0	0.0	0.0	0.0	0.0	4.1	0.0	15.9			
Prop In Lane	1.00		0.00	0.00		1.00	0.98		1.00			
Lane Grp Cap(c), veh/h	457	2814	0	0	2231	995	244	0	216			
V/C Ratio(X)	0.94	0.82	0.00	0.00	0.64	0.30	0.24	0.00	0.85			
Avail Cap(c_a), veh/h	686	2814	0	0	2231	995	280	0	249			
HCM Platoon Ratio	2.00	2.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	0.09	0.09	0.00	0.00	0.68	0.68	1.00	0.00	1.00			
Uniform Delay (d), s/veh	11.7	0.0	0.0	0.0	0.0	0.0	53.9	0.0	59.0			
Incr Delay (d2), s/veh	2.1	0.3	0.0	0.0	1.0	0.5	0.5	0.0	21.2			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	4.5	0.1	0.0	0.0	0.3	0.1	1.8	0.0	7.5			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	13.7	0.3	0.0	0.0	1.0	0.5	54.4	0.0	80.2			
LnGrp LOS	B	A	A	A	A	A	D	A	F			
Approach Vol, veh/h		2737			1727			242				
Approach Delay, s/veh		2.4			0.9			74.0				
Approach LOS		A			A			E				
Timer - Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		115.9			23.0	92.9		24.1				
Change Period (Y+Rc), s		6.0			6.0	6.0		6.0				
Max Green Setting (Gmax), s		107.0			35.0	66.0		21.0				
Max Q Clear Time (g_c+I1), s		2.0			15.8	2.0		17.9				
Green Ext Time (p_c), s		48.9			1.2	17.3		0.2				
Intersection Summary												
HCM 6th Ctrl Delay			5.5									
HCM 6th LOS			A									

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings

2024 No-Build Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	1964	63	104	1236	0	0	0	0	499	4	624
Future Volume (vph)	0	1964	63	104	1236	0	0	0	0	499	4	624
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	200		0	0		0	600		600
Storage Lanes	0		0	1		0	0		0	1		2
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.95	0.95	0.88
Frt		0.995										0.850
Flt Protected				0.950						0.950	0.953	
Satd. Flow (prot)	0	3522	0	1770	3539	0	0	0	0	1681	1686	2787
Flt Permitted				0.044						0.950	0.953	
Satd. Flow (perm)	0	3522	0	82	3539	0	0	0	0	1681	1686	2787
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		653			794			606			926	
Travel Time (s)		9.9			12.0			9.2			14.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	0	2182	70	116	1373	0	0	0	0	554	4	693
Shared Lane Traffic (%)										50%		
Lane Group Flow (vph)	0	2252	0	116	1373	0	0	0	0	277	281	693
Turn Type		NA		pm+pt	NA					Split	NA	Prot
Protected Phases		2		1	6					4	4	4
Permitted Phases				6								
Detector Phase		2		1	6					4	4	4
Switch Phase												
Minimum Initial (s)		12.0		7.0	12.0					7.0	7.0	7.0
Minimum Split (s)		24.0		13.0	24.0					24.0	24.0	24.0
Total Split (s)		90.0		13.0	103.0					37.0	37.0	37.0
Total Split (%)		64.3%		9.3%	73.6%					26.4%	26.4%	26.4%
Yellow Time (s)		4.0		4.0	4.0					4.0	4.0	4.0
All-Red Time (s)		2.0		2.0	2.0					2.0	2.0	2.0
Lost Time Adjust (s)		-1.0		-1.0	-1.0					-1.0	-1.0	-1.0
Total Lost Time (s)		5.0		5.0	5.0					5.0	5.0	5.0
Lead/Lag		Lead		Lag								
Lead-Lag Optimize?		Yes		Yes								
Recall Mode		C-Max		None	C-Max					None	None	None
Act Effct Green (s)		85.0		98.0	98.0					32.0	32.0	32.0
Actuated g/C Ratio		0.61		0.70	0.70					0.23	0.23	0.23
v/c Ratio		1.05		0.76	0.55					0.72	0.73	1.09
Control Delay		62.9		47.3	9.3					61.8	62.3	111.7
Queue Delay		0.0		0.0	0.0					0.0	0.0	0.0
Total Delay		62.9		47.3	9.3					61.8	62.3	111.7
LOS		E		D	A					E	E	F
Approach Delay		62.9			12.3						89.6	
Approach LOS		E			B						F	
Queue Length 50th (ft)		~1176		39	165					247	251	~402
Queue Length 95th (ft)		#1306		m76	180					358	365	#540

Lanes, Volumes, Timings

2024 No-Build Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		573			714			526			846	
Turn Bay Length (ft)				200						600		600
Base Capacity (vph)		2138		153	2477					384	385	637
Starvation Cap Reductn		0		0	80					0	0	0
Spillback Cap Reductn		0		0	0					0	0	0
Storage Cap Reductn		0		0	0					0	0	0
Reduced v/c Ratio		1.05		0.76	0.57					0.72	0.73	1.09

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 117 (84%), Referenced to phase 2:EBT and 6:WBTL, Start of Green

Natural Cycle: 150

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.09

Intersection Signal Delay: 54.5

Intersection LOS: D

Intersection Capacity Utilization 88.6%

ICU Level of Service E

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

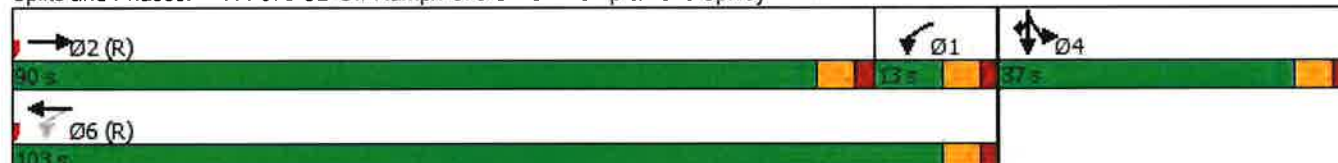
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd



HCM 6th AWSC
1: Walter Way & Davidson Pkwy

2024 Build Conditions
Timing Plan: AM Peak

Intersection

Intersection Delay, s/veh 10.4
Intersection LOS B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱		↰	↱			↕			↕	
Traffic Vol, veh/h	7	116	39	10	204	46	55	7	130	13	7	14
Future Vol, veh/h	7	116	39	10	204	46	55	7	130	13	7	14
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	129	43	11	227	51	61	8	144	14	8	16
Number of Lanes	1	1	0	1	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	2	2
HCM Control Delay	9.8	11.4	9.8	8.6
HCM LOS	A	B	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1
Vol Left, %	29%	100%	0%	100%	0%	38%
Vol Thru, %	4%	0%	75%	0%	82%	21%
Vol Right, %	68%	0%	25%	0%	18%	41%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	192	7	155	10	250	34
LT Vol	55	7	0	10	0	13
Through Vol	7	0	116	0	204	7
RT Vol	130	0	39	0	46	14
Lane Flow Rate	213	8	172	11	278	38
Geometry Grp	2	7	7	7	7	2
Degree of Util (X)	0.285	0.013	0.252	0.018	0.401	0.055
Departure Headway (Hd)	4.807	5.95	5.267	5.835	5.201	5.243
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	742	597	675	609	686	675
Service Time	2.872	3.733	3.049	3.611	2.976	3.339
HCM Lane V/C Ratio	0.287	0.013	0.255	0.018	0.405	0.056
HCM Control Delay	9.8	8.8	9.8	8.7	11.5	8.6
HCM Lane LOS	A	A	A	A	B	A
HCM 95th-tile Q	1.2	0	1	0.1	1.9	0.2

Intersection

Int Delay, s/veh 12.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↖	↗	↖	↖	↗	
Traffic Vol, veh/h	27	3	71	13	3	17	99	1381	27	9	669	26
Future Vol, veh/h	27	3	71	13	3	17	99	1381	27	9	669	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	0	-	175	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	30	3	79	14	3	19	110	1534	30	10	743	29

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1767	2562	386	2147	2546	767	772	0	0	1564	0	0
Stage 1	778	778	-	1754	1754	-	-	-	-	-	-	-
Stage 2	989	1784	-	393	792	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	53	26	612	27	26	345	839	-	-	418	-	-
Stage 1	355	405	-	88	137	-	-	-	-	-	-	-
Stage 2	265	133	-	603	399	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	39	22	612	18	22	345	839	-	-	418	-	-
Mov Cap-2 Maneuver	39	22	-	18	22	-	-	-	-	-	-	-
Stage 1	308	395	-	76	119	-	-	-	-	-	-	-
Stage 2	212	116	-	508	389	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	176.1	\$ 323.3	0.7	0.2
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	839	-	-	107 36	418	-	-
HCM Lane V/C Ratio	0.131	-	-	1.049 1.019	0.024	-	-
HCM Control Delay (s)	9.9	-	-	176.1\$ 323.3	13.8	-	-
HCM Lane LOS	A	-	-	F F	B	-	-
HCM 95th %tile Q(veh)	0.5	-	-	6.8 3.8	0.1	-	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

HCM 6th Signalized Intersection Summary

2024 Build Conditions

3: N. Henry Blvd (US23-GA 42) & Lake Spivey Blvd/Wal-Mart Drwy

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	107	97	455	44	72	58	799	473	51	43	269	177
Future Volume (veh/h)	107	97	455	44	72	58	799	473	51	43	269	177
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	119	108	506	49	80	0	888	526	0	48	299	197
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	247	224	1596	164	173		1084	855		139	400	257
Arrive On Green	0.09	0.09	0.09	0.09	0.09	0.00	0.31	0.46	0.00	0.05	0.19	0.19
Sat Flow, veh/h	955	867	2790	1781	1870	1585	3456	1870	1585	1781	2076	1332
Grp Volume(v), veh/h	227	0	506	49	80	0	888	526	0	48	255	241
Grp Sat Flow(s),veh/h/ln	1823	0	1395	1781	1870	1585	1728	1870	1585	1781	1777	1631
Q Serve(g_s), s	16.6	0.0	0.0	3.6	5.7	0.0	33.2	29.7	0.0	0.0	18.9	19.6
Cycle Q Clear(g_c), s	16.6	0.0	0.0	3.6	5.7	0.0	33.2	29.7	0.0	0.0	18.9	19.6
Prop In Lane	0.52		1.00	1.00		1.00	1.00		1.00	1.00		0.82
Lane Grp Cap(c), veh/h	471	0	1596	164	173		1084	855		139	343	314
V/C Ratio(X)	0.48	0.00	0.32	0.30	0.46		0.82	0.62		0.34	0.74	0.77
Avail Cap(c_a), veh/h	471	0	1596	242	254		1111	855		153	343	314
HCM Platoon Ratio	0.33	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.96	0.00	0.96	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	55.1	0.0	20.4	59.3	60.3	0.0	44.4	28.7	0.0	63.3	53.2	53.5
Incr Delay (d2), s/veh	3.4	0.0	0.5	1.0	1.9	0.0	4.9	3.3	0.0	1.5	13.6	16.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.6	0.0	5.4	1.7	2.8	0.0	14.5	13.6	0.0	1.7	9.6	9.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	58.5	0.0	20.9	60.3	62.2	0.0	49.2	32.0	0.0	64.7	66.9	69.8
LnGrp LOS	E	A	C	E	E		D	C		E	E	E
Approach Vol, veh/h		733			129	A		1414	A		544	
Approach Delay, s/veh		32.5			61.5			42.8			68.0	
Approach LOS		C			E			D			E	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		41.2	48.9	32.0		17.9	11.9	69.0				
Change Period (Y+Rc), s		6.0	6.0	6.0		6.0	6.0	6.0				
Max Green Setting (Gmax), s		28.0	44.0	26.0		18.0	7.0	63.0				
Max Q Clear Time (g_c+I1), s		18.6	35.2	21.6		7.7	2.0	31.7				
Green Ext Time (p_c), s		2.3	2.4	1.1		0.3	0.0	3.2				

Intersection Summary

HCM 6th Ctrl Delay 45.9
 HCM 6th LOS D

Notes

Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary

4: Walter Way/Retail Drwy & Lake Spivey Blvd

2024 Build Conditions

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	707	47	39	1080	4	51	1	28	1	1	7
Future Volume (veh/h)	3	707	47	39	1080	4	51	1	28	1	1	7
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	3	786	52	43	1200	4	57	1	31	1	1	8
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	583	2199	145	791	2310	1030	137	2	107	82	12	96
Arrive On Green	0.35	1.00	1.00	0.18	0.65	0.65	0.07	0.07	0.07	0.07	0.07	0.07
Sat Flow, veh/h	1781	3383	224	1781	3554	1585	1280	22	1585	1377	179	1433
Grp Volume(v), veh/h	3	413	425	43	1200	4	58	0	31	1	0	9
Grp Sat Flow(s), veh/h/ln	1781	1777	1830	1781	1777	1585	1302	0	1585	1377	0	1612
Q Serve(g_s), s	0.0	0.0	0.0	0.0	25.0	0.1	5.6	0.0	2.6	0.1	0.0	0.7
Cycle Q Clear(g_c), s	0.0	0.0	0.0	0.0	25.0	0.1	6.4	0.0	2.6	6.5	0.0	0.7
Prop In Lane	1.00		0.12	1.00		1.00	0.98		1.00	1.00		0.89
Lane Grp Cap(c), veh/h	583	1155	1190	791	2310	1030	139	0	107	82	0	108
V/C Ratio(X)	0.01	0.36	0.36	0.05	0.52	0.00	0.42	0.00	0.29	0.01	0.00	0.08
Avail Cap(c_a), veh/h	583	1155	1190	791	2310	1030	286	0	272	225	0	276
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.92	0.92	0.92	0.49	0.49	0.49	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.9	0.0	0.0	2.3	12.9	8.6	64.2	0.0	62.1	67.0	0.0	61.2
Incr Delay (d2), s/veh	0.0	0.8	0.8	0.0	0.4	0.0	2.0	0.0	1.5	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.3	0.3	0.2	9.2	0.0	2.1	0.0	1.1	0.0	0.0	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	6.9	0.8	0.8	2.3	13.4	8.6	66.2	0.0	63.6	67.1	0.0	61.6
LnGrp LOS	A	A	A	A	B	A	E	A	E	E	A	E
Approach Vol, veh/h		841			1247			89			10	
Approach Delay, s/veh		0.8			13.0			65.3			62.1	
Approach LOS		A			B			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	29.6	96.0		14.4	29.6	96.0		14.4				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	9.0	90.0		23.0	9.0	90.0		23.0				
Max Q Clear Time (g_c+I1), s	2.0	2.0		8.5	2.0	27.0		8.4				
Green Ext Time (p_c), s	0.0	5.5		0.0	0.0	10.9		0.2				
Intersection Summary												
HCM 6th Ctrl Delay			10.6									
HCM 6th LOS			B									

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2024 Build Conditions

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	91	776	263	18	1157	66	268	8	15	29	9	110
Future Volume (vph)	91	776	263	18	1157	66	268	8	15	29	9	110
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	300		150	100		450	0		0	0		0
Storage Lanes	1		1	1		1	1		1	0		1
Taper Length (ft)	25			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950	0.955			0.963	
Satd. Flow (prot)	1770	3539	1583	1770	3539	1583	1681	1690	1583	0	1794	1583
Flt Permitted	0.122			0.262			0.950	0.955			0.963	
Satd. Flow (perm)	227	3539	1583	488	3539	1583	1681	1690	1583	0	1794	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		522			1106			542			448	
Travel Time (s)		7.9			16.8			14.8			12.2	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	101	862	292	20	1286	73	298	9	17	32	10	122
Shared Lane Traffic (%)							49%					
Lane Group Flow (vph)	101	862	292	20	1286	73	152	155	17	0	42	122
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	Split	NA	Free	Split	NA	Perm
Protected Phases	5	2		1	6		8	8		4	4	
Permitted Phases	2		2	6		6			Free			4
Detector Phase	5	2	2	1	6	6	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	13.0	24.0	24.0	13.0	24.0	24.0	24.0	24.0		24.0	24.0	24.0
Total Split (s)	14.0	76.0	76.0	13.0	75.0	75.0	27.0	27.0		24.0	24.0	24.0
Total Split (%)	10.0%	54.3%	54.3%	9.3%	53.6%	53.6%	19.3%	19.3%		17.1%	17.1%	17.1%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0			-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag	Lag	Lead	Lead	Lag	Lead	Lead						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None		None	None	None
Act Effct Green (s)	88.2	82.8	82.8	85.0	77.0	77.0	18.3	18.3	140.0		16.1	16.1
Actuated g/C Ratio	0.63	0.59	0.59	0.61	0.55	0.55	0.13	0.13	1.00		0.12	0.12
v/c Ratio	0.43	0.41	0.31	0.05	0.66	0.08	0.69	0.70	0.01		0.20	0.67
Control Delay	18.2	9.3	9.6	3.9	7.2	4.6	74.1	74.9	0.0		57.2	77.4
Queue Delay	0.0	0.2	0.0	0.0	0.1	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	18.2	9.5	9.6	3.9	7.3	4.6	74.1	74.9	0.0		57.2	77.4
LOS	B	A	A	A	A	A	E	E	A		E	E
Approach Delay		10.2			7.1			70.6			72.2	
Approach LOS		B			A			E			E	
Queue Length 50th (ft)	18	126	81	3	113	12	140	143	0		35	107
Queue Length 95th (ft)	43	146	109	m6	100	17	217	221	0		72	176

Lanes, Volumes, Timings 5: Davidson Pkwy & Lake Spivey Blvd

2024 Build Conditions

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		442			1026			462			368	
Turn Bay Length (ft)	300		150	100		450						
Base Capacity (vph)	242	2092	936	369	1946	870	264	265	1583		243	214
Starvation Cap Reductn	0	441	0	0	0	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	62	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0		0	0
Reduced v/c Ratio	0.42	0.52	0.31	0.05	0.68	0.08	0.58	0.58	0.01		0.17	0.57

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 134 (96%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 95

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.70

Intersection Signal Delay: 18.4

Intersection Capacity Utilization 64.6%

Analysis Period (min) 15

Intersection LOS: B

ICU Level of Service C

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: Davidson Pkwy & Lake Spivey Blvd



HCM 6th Signalized Intersection Summary 6: I-675 NB Off-Ramp/I-675 NB On-Ramp & Lake Spivey Blvd

2024 Build Conditions

Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	455	1057	0	0	1222	313	13	1	74	0	0	0
Future Volume (veh/h)	455	1057	0	0	1222	313	13	1	74	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	506	1174	0	0	1358	348	14	1	82			
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	789	3045	0	0	1599	713	119	9	114			
Arrive On Green	0.74	1.00	0.00	0.00	0.90	0.90	0.07	0.07	0.07			
Sat Flow, veh/h	1781	3647	0	0	3647	1585	1668	119	1585			
Grp Volume(v), veh/h	506	1174	0	0	1358	348	15	0	82			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1585	1787	0	1585			
Q Serve(g_s), s	0.4	0.0	0.0	0.0	22.7	5.5	1.1	0.0	7.1			
Cycle Q Clear(g_c), s	0.4	0.0	0.0	0.0	22.7	5.5	1.1	0.0	7.1			
Prop In Lane	1.00		0.00	0.00		1.00	0.93		1.00			
Lane Grp Cap(c), veh/h	789	3045	0	0	1599	713	128	0	114			
V/C Ratio(X)	0.64	0.39	0.00	0.00	0.85	0.49	0.12	0.00	0.72			
Avail Cap(c_a), veh/h	789	3045	0	0	1599	713	243	0	215			
HCM Platoon Ratio	2.00	2.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	0.68	0.68	0.00	0.00	0.70	0.70	1.00	0.00	1.00			
Uniform Delay (d), s/veh	8.5	0.0	0.0	0.0	5.0	4.1	60.8	0.0	63.6			
Incr Delay (d2), s/veh	1.2	0.3	0.0	0.0	4.2	1.7	0.4	0.0	8.4			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	4.6	0.1	0.0	0.0	3.3	1.5	0.5	0.0	3.1			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.7	0.3	0.0	0.0	9.2	5.8	61.2	0.0	72.0			
LnGrp LOS	A	A	A	A	A	A	E	A	E			
Approach Vol, veh/h	1680				1706				97			
Approach Delay, s/veh	3.1				8.5				70.3			
Approach LOS	A				A				E			
Timer - Assigned Phs	2				5				8			
Phs Duration (G+Y+Rc), s	125.0				57.0				15.0			
Change Period (Y+Rc), s	6.0				6.0				6.0			
Max Green Setting (Gmax), s	110.0				42.0				18.0			
Max Q Clear Time (g_c+l1), s	2.0				2.4				9.1			
Green Ext Time (p_c), s	10.6				1.6				0.1			
Intersection Summary												
HCM 6th Ctrl Delay	7.6											
HCM 6th LOS	A											

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings

2024 Build Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	1314	66	127	1107	0	0	0	0	197	0	474
Future Volume (vph)	0	1314	66	127	1107	0	0	0	0	197	0	474
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	200		0	0		0	600		600
Storage Lanes	0		0	1		0	0		0	1		2
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.95	0.95	0.88
Frt		0.993										0.850
Flt Protected				0.950						0.950	0.950	
Satd. Flow (prot)	0	3514	0	1770	3539	0	0	0	0	1681	1681	2787
Flt Permitted				0.097						0.950	0.950	
Satd. Flow (perm)	0	3514	0	181	3539	0	0	0	0	1681	1681	2787
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		653			794			606			926	
Travel Time (s)		9.9			12.0			9.2			14.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	0	1460	73	141	1230	0	0	0	0	219	0	527
Shared Lane Traffic (%)										50%		
Lane Group Flow (vph)	0	1533	0	141	1230	0	0	0	0	109	110	527
Turn Type		NA		pm+pt	NA					Split	NA	Prot
Protected Phases		2		1	6					4	4	4
Permitted Phases				6								
Detector Phase		2		1	6					4	4	4
Switch Phase												
Minimum Initial (s)		12.0		7.0	12.0					7.0	7.0	7.0
Minimum Split (s)		24.0		13.0	24.0					24.0	24.0	24.0
Total Split (s)		90.0		13.0	103.0					37.0	37.0	37.0
Total Split (%)		64.3%		9.3%	73.6%					26.4%	26.4%	26.4%
Yellow Time (s)		4.0		4.0	4.0					4.0	4.0	4.0
All-Red Time (s)		2.0		2.0	2.0					2.0	2.0	2.0
Lost Time Adjust (s)		-1.0		-1.0	-1.0					-1.0	-1.0	-1.0
Total Lost Time (s)		5.0		5.0	5.0					5.0	5.0	5.0
Lead/Lag		Lead		Lag								
Lead-Lag Optimize?		Yes		Yes								
Recall Mode		C-Max		None	C-Max					None	None	None
Act Effct Green (s)		86.5		99.5	99.5					30.5	30.5	30.5
Actuated g/C Ratio		0.62		0.71	0.71					0.22	0.22	0.22
v/c Ratio		0.71		0.64	0.49					0.30	0.30	0.87
Control Delay		20.7		28.6	0.4					47.7	47.8	68.3
Queue Delay		0.0		0.0	0.1					0.0	0.0	0.0
Total Delay		20.7		28.6	0.5					47.7	47.8	68.3
LOS		C		C	A					D	D	E
Approach Delay		20.7			3.4						62.3	
Approach LOS		C			A						E	
Queue Length 50th (ft)		487		56	0					87	87	261
Queue Length 95th (ft)		573		m96	0					146	147	#344

Lanes, Volumes, Timings

2024 Build Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: AM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		573			714			526			846	
Turn Bay Length (ft)				200						600		600
Base Capacity (vph)		2171		219	2515					384	384	637
Starvation Cap Reductn		0		0	242					0	0	0
Spillback Cap Reductn		0		0	0					0	0	0
Storage Cap Reductn		0		0	0					0	0	0
Reduced v/c Ratio		0.71		0.64	0.54					0.28	0.29	0.83

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 120 (86%), Referenced to phase 2:EBT and 6:WBTL, Start of Green

Natural Cycle: 75

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.87

Intersection Signal Delay: 22.7

Intersection LOS: C

Intersection Capacity Utilization 77.4%

ICU Level of Service D

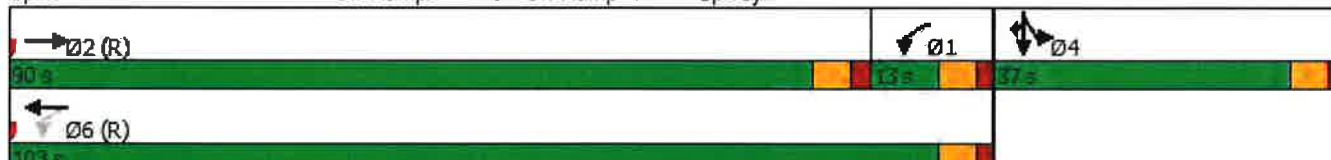
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd



HCM 6th TWSC
8: Site Drwy & Davidson Pkwy

2024 Build Conditions
Timing Plan: AM Peak

Intersection

Int Delay, s/veh	0.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗		↖	↗	↖	
Traffic Vol, veh/h	156	63	24	250	20	6
Future Vol, veh/h	156	63	24	250	20	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	173	70	27	278	22	7

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	243
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1323
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1323
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.7	11.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	616	-	-	1323	-
HCM Lane V/C Ratio	0.047	-	-	0.02	-
HCM Control Delay (s)	11.1	-	-	7.8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

HCM 6th AWSC
1: Walter Way & Davidson Pkwy

2024 Build Conditions
Timing Plan: PM Peak

Intersection

Intersection Delay, s/veh 8.3
Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	12	80	8	2	65	16	31	4	17	72	8	6
Future Vol, veh/h	12	80	8	2	65	16	31	4	17	72	8	6
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	89	9	2	72	18	34	4	19	80	9	7
Number of Lanes	1	1	0	1	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	2	2
HCM Control Delay	8.4	8.3	7.8	8.3
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1
Vol Left, %	60%	100%	0%	100%	0%	84%
Vol Thru, %	8%	0%	91%	0%	80%	9%
Vol Right, %	33%	0%	9%	0%	20%	7%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	52	12	88	2	81	86
LT Vol	31	12	0	2	0	72
Through Vol	4	0	80	0	65	8
RT Vol	17	0	8	0	16	6
Lane Flow Rate	58	13	98	2	90	96
Geometry Grp	2	7	7	7	7	2
Degree of Util (X)	0.072	0.02	0.134	0.003	0.122	0.123
Departure Headway (Hd)	4.473	5.483	4.916	5.503	4.862	4.629
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	802	655	731	652	739	776
Service Time	2.493	3.202	2.635	3.222	2.581	2.646
HCM Lane V/C Ratio	0.072	0.02	0.134	0.003	0.122	0.124
HCM Control Delay	7.8	8.3	8.4	8.2	8.3	8.3
HCM Lane LOS	A	A	A	A	A	A
HCM 95th-tile Q	0.2	0.1	0.5	0	0.4	0.4

Intersection

Int Delay, s/veh 1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↖	↗	↖	↖	↗	
Traffic Vol, veh/h	24	3	126	39	2	48	108	1045	43	44	1783	88
Future Vol, veh/h	24	3	126	39	2	48	108	1045	43	44	1783	88
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	0	-	175	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	3	140	43	2	53	120	1161	48	49	1981	98

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2950	3577	1040	2491	3578	581	2079	0	0	1209	0	0
Stage 1	2128	2128	-	1401	1401	-	-	-	-	-	-	-
Stage 2	822	1449	-	1090	2177	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 6	5	227	~ 15	5	457	263	-	-	573	-	-
Stage 1	51	89	-	147	205	-	-	-	-	-	-	-
Stage 2	334	194	-	230	84	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	~ 2	227	-	~ 2	457	263	-	-	573	-	-
Mov Cap-2 Maneuver	-	~ 2	-	-	~ 2	-	-	-	-	-	-	-
Stage 1	28	81	-	80	112	-	-	-	-	-	-	-
Stage 2	157	106	-	77	77	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s			2.7	0.3
HCM LOS	-	-		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	263	-	-	-	-	573	-	-
HCM Lane V/C Ratio	0.456	-	-	-	-	0.085	-	-
HCM Control Delay (s)	29.7	-	-	-	-	11.9	-	-
HCM Lane LOS	D	-	-	-	-	B	-	-
HCM 95th %tile Q(veh)	2.2	-	-	-	-	0.3	-	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

HCM 6th Signalized Intersection Summary

2024 Build Conditions

3: N. Henry Blvd (US23-GA 42) & Lake Spivey Blvd/Wal-Mart Drwy

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			 				 				 	
Traffic Volume (veh/h)	269	186	1158	130	176	127	670	380	78	73	655	138
Future Volume (veh/h)	269	186	1158	130	176	127	670	380	78	73	655	138
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	299	207	1287	144	196	0	744	422	0	81	728	153
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	302	209	1363	224	235		716	735		217	710	149
Arrive On Green	0.09	0.09	0.09	0.13	0.13	0.00	0.21	0.39	0.00	0.06	0.24	0.24
Sat Flow, veh/h	1073	743	2790	1781	1870	1585	3456	1870	1585	1781	2923	614
Grp Volume(v), veh/h	506	0	1287	144	196	0	744	422	0	81	443	438
Grp Sat Flow(s),veh/h/ln	1817	0	1395	1781	1870	1585	1728	1870	1585	1781	1777	1760
Q Serve(g_s), s	39.0	0.0	34.9	10.8	14.3	0.0	29.0	24.8	0.0	0.0	34.0	34.0
Cycle Q Clear(g_c), s	39.0	0.0	34.9	10.8	14.3	0.0	29.0	24.8	0.0	0.0	34.0	34.0
Prop In Lane	0.59		1.00	1.00		1.00	1.00		1.00	1.00		0.35
Lane Grp Cap(c), veh/h	511	0	1363	224	235		716	735		217	432	427
V/C Ratio(X)	0.99	0.00	0.94	0.64	0.83		1.04	0.57		0.37	1.03	1.03
Avail Cap(c_a), veh/h	511	0	1363	242	254		716	735		217	432	427
HCM Platoon Ratio	0.33	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.59	0.00	0.59	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	63.3	0.0	47.1	58.2	59.8	0.0	55.5	33.3	0.0	58.6	53.0	53.0
Incr Delay (d2), s/veh	28.2	0.0	9.6	5.1	19.5	0.0	44.3	3.2	0.0	1.1	50.0	50.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	23.0	0.0	14.4	5.2	8.1	0.0	16.7	11.6	0.0	2.7	20.7	20.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	91.5	0.0	56.7	63.3	79.3	0.0	99.8	36.6	0.0	59.7	103.0	103.3
LnGrp LOS	F	A	E	E	E		F	D		E	F	F
Approach Vol, veh/h		1793			340	A		1166	A		962	
Approach Delay, s/veh		66.5			72.5			76.9			99.5	
Approach LOS		E			E			E			F	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		44.4	34.0	39.0		22.6	13.0	60.0				
Change Period (Y+Rc), s		6.0	6.0	6.0		6.0	6.0	6.0				
Max Green Setting (Gmax), s		37.0	28.0	33.0		18.0	7.0	54.0				
Max Q Clear Time (g_c+I1), s		41.0	31.0	36.0		16.3	2.0	26.8				
Green Ext Time (p_c), s		0.0	0.0	0.0		0.3	0.1	2.4				

Intersection Summary

HCM 6th Ctrl Delay 77.3
 HCM 6th LOS E

Notes

Unsignalized Delay for [NBR, WBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary

4: Walter Way/Retail Drwy & Lake Spivey Blvd

2024 Build Conditions

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	25	1707	65	50	1040	25	92	3	93	10	8	27
Future Volume (veh/h)	25	1707	65	50	1040	25	92	3	93	10	8	27
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	28	1897	72	56	1156	28	102	3	103	11	9	30
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	443	2419	91	339	2462	1098	190	4	198	90	47	158
Arrive On Green	0.15	1.00	1.00	0.08	0.69	0.69	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1781	3492	132	1781	3554	1585	1112	33	1585	1288	379	1264
Grp Volume(v), veh/h	28	959	1010	56	1156	28	105	0	103	11	0	39
Grp Sat Flow(s),veh/h/ln	1781	1777	1847	1781	1777	1585	1145	0	1585	1288	0	1643
Q Serve(g_s), s	0.0	0.0	0.0	0.0	20.7	0.8	10.3	0.0	8.5	1.2	0.0	3.0
Cycle Q Clear(g_c), s	0.0	0.0	0.0	0.0	20.7	0.8	13.3	0.0	8.5	14.5	0.0	3.0
Prop In Lane	1.00		0.07	1.00		1.00	0.97		1.00	1.00		0.77
Lane Grp Cap(c), veh/h	443	1231	1279	339	2462	1098	194	0	198	90	0	205
V/C Ratio(X)	0.06	0.78	0.79	0.17	0.47	0.03	0.54	0.00	0.52	0.12	0.00	0.19
Avail Cap(c_a), veh/h	443	1231	1279	339	2462	1098	218	0	226	113	0	235
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	0.48	0.48	0.48	0.09	0.09	0.09	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.8	0.0	0.0	5.0	9.8	6.7	60.9	0.0	57.3	66.4	0.0	54.9
Incr Delay (d2), s/veh	0.0	2.4	2.5	0.0	0.1	0.0	2.3	0.0	2.1	0.6	0.0	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.8	0.9	0.4	7.2	0.2	3.7	0.0	3.5	0.4	0.0	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.9	2.4	2.5	5.1	9.8	6.7	63.2	0.0	59.4	67.0	0.0	55.3
LnGrp LOS	A	A	A	A	A	A	E	A	E	E	A	E
Approach Vol, veh/h		1997			1240			208			50	
Approach Delay, s/veh		2.5			9.6			61.3			57.9	
Approach LOS		A			A			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.5	102.0		22.5	15.5	102.0		22.5				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	96.0		19.0	7.0	96.0		19.0				
Max Q Clear Time (g_c+I1), s	2.0	2.0		16.5	2.0	22.7		15.3				
Green Ext Time (p_c), s	0.0	29.9		0.0	0.0	10.4		0.3				
Intersection Summary												
HCM 6th Ctrl Delay			9.3									
HCM 6th LOS			A									

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2024 Build Conditions

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	166	1725	375	36	1439	69	123	10	13	22	7	54
Future Volume (vph)	166	1725	375	36	1439	69	123	10	13	22	7	54
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	300		150	100		450	0		0	0		0
Storage Lanes	1		1	1		1	1		1	0		1
Taper Length (ft)	25			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950	0.959			0.964	
Satd. Flow (prot)	1770	3539	1583	1770	3539	1583	1681	1697	1583	0	1796	1583
Flt Permitted	0.077			0.048			0.950	0.959			0.964	
Satd. Flow (perm)	143	3539	1583	89	3539	1583	1681	1697	1583	0	1796	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		522			1106			542			448	
Travel Time (s)		7.9			16.8			14.8			12.2	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	184	1917	417	40	1599	77	137	11	14	24	8	60
Shared Lane Traffic (%)							46%					
Lane Group Flow (vph)	184	1917	417	40	1599	77	74	74	14	0	32	60
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	Split	NA	Free	Split	NA	Perm
Protected Phases	5	2		1	6		8	8		4	4	
Permitted Phases	2		2	6		6			Free			4
Detector Phase	5	2	2	1	6	6	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	13.0	24.0	24.0	13.0	24.0	24.0	24.0	24.0		24.0	24.0	24.0
Total Split (s)	18.0	79.0	79.0	13.0	74.0	74.0	24.0	24.0		24.0	24.0	24.0
Total Split (%)	12.9%	56.4%	56.4%	9.3%	52.9%	52.9%	17.1%	17.1%		17.1%	17.1%	17.1%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0	-1.0		-1.0	-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0
Lead/Lag	Lag	Lead	Lead	Lag	Lead	Lead						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None		None	None	None
Act Effct Green (s)	103.3	92.9	92.9	93.6	85.6	85.6	12.5	12.5	140.0		11.8	11.8
Actuated g/C Ratio	0.74	0.66	0.66	0.67	0.61	0.61	0.09	0.09	1.00		0.08	0.08
v/c Ratio	0.73	0.82	0.40	0.26	0.74	0.08	0.49	0.49	0.01		0.21	0.45
Control Delay	40.5	16.2	9.6	14.6	9.0	5.4	71.0	70.8	0.0		61.7	71.0
Queue Delay	0.0	2.4	0.6	0.0	0.1	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	40.5	18.6	10.2	14.6	9.1	5.4	71.0	70.8	0.0		61.7	71.0
LOS	D	B	B	B	A	A	E	E	A		E	E
Approach Delay		18.8			9.1			64.8			67.7	
Approach LOS		B			A			E			E	
Queue Length 50th (ft)	77	543	133	3	107	9	68	68	0		28	53
Queue Length 95th (ft)	m125	#1046	m209	m33	245	23	121	121	0		61	100

Lanes, Volumes, Timings
5: Davidson Pkwy & Lake Spivey Blvd

2024 Build Conditions
Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		442			1026			462			368	
Turn Bay Length (ft)	300		150	100		450						
Base Capacity (vph)	256	2347	1050	155	2165	968	228	230	1583		243	214
Starvation Cap Reductn	0	299	319	0	0	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	73	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0		0	0
Reduced v/c Ratio	0.72	0.94	0.57	0.26	0.76	0.08	0.32	0.32	0.01		0.13	0.28

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 135 (96%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 135

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.82

Intersection Signal Delay: 17.8

Intersection LOS: B

Intersection Capacity Utilization 76.4%

ICU Level of Service D

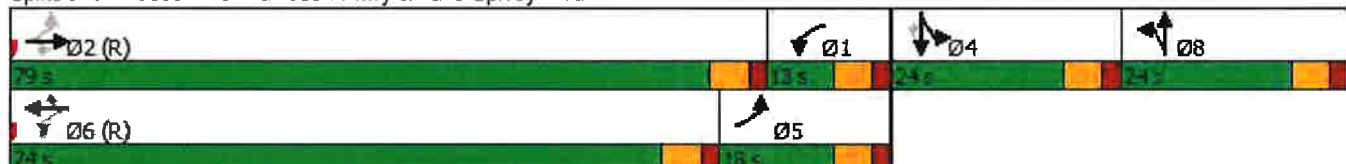
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: Davidson Pkwy & Lake Spivey Blvd



HCM 6th Signalized Intersection Summary

6: I-675 NB Off-Ramp/I-675 NB On-Ramp & Lake Spivey Blvd

2024 Build Conditions

Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	386	2091	0	0	1325	291	51	1	176	0	0	0
Future Volume (veh/h)	386	2091	0	0	1325	291	51	1	176	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	429	2323	0	0	1472	323	57	1	196			
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	456	2790	0	0	2044	912	252	4	228			
Arrive On Green	0.35	1.00	0.00	0.00	0.76	0.76	0.14	0.14	0.14			
Sat Flow, veh/h	1781	3647	0	0	3647	1585	1752	31	1585			
Grp Volume(v), veh/h	429	2323	0	0	1472	323	58	0	196			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1585	1783	0	1585			
Q Serve(g_s), s	20.3	0.0	0.0	0.0	30.4	9.2	4.0	0.0	16.9			
Cycle Q Clear(g_c), s	20.3	0.0	0.0	0.0	30.4	9.2	4.0	0.0	16.9			
Prop In Lane	1.00		0.00	0.00		1.00	0.98		1.00			
Lane Grp Cap(c), veh/h	456	2790	0	0	2044	912	256	0	228			
V/C Ratio(X)	0.94	0.83	0.00	0.00	0.72	0.35	0.23	0.00	0.86			
Avail Cap(c_a), veh/h	604	2790	0	0	2044	912	280	0	249			
HCM Platoon Ratio	2.00	2.00	1.00	1.00	1.33	1.33	1.00	1.00	1.00			
Upstream Filter(I)	0.09	0.09	0.00	0.00	0.63	0.63	1.00	0.00	1.00			
Uniform Delay (d), s/veh	24.1	0.0	0.0	0.0	10.6	8.1	53.1	0.0	58.6			
Incr Delay (d2), s/veh	2.8	0.3	0.0	0.0	1.4	0.7	0.4	0.0	23.7			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	11.0	0.1	0.0	0.0	7.6	2.8	1.8	0.0	8.2			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.9	0.3	0.0	0.0	12.0	8.8	53.5	0.0	82.3			
LnGrp LOS	C	A	A	A	B	A	D	A	F			
Approach Vol, veh/h		2752			1795			254				
Approach Delay, s/veh		4.4			11.4			75.7				
Approach LOS		A			B			E				
Timer - Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		114.9			29.4	85.5		25.1				
Change Period (Y+Rc), s		6.0			6.0	6.0		6.0				
Max Green Setting (Gmax), s		107.0			35.0	66.0		21.0				
Max Q Clear Time (g_c+I1), s		2.0			22.3	32.4		18.9				
Green Ext Time (p_c), s		49.7			1.1	15.2		0.2				
Intersection Summary												
HCM 6th Ctrl Delay			10.8									
HCM 6th LOS			B									

HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

Lanes, Volumes, Timings

2024 Build Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	1969	63	130	1246	0	0	0	0	508	4	624
Future Volume (vph)	0	1969	63	130	1246	0	0	0	0	508	4	624
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	200		0	0		0	600		600
Storage Lanes	0		0	1		0	0		0	1		2
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.95	0.95	0.88
Frt		0.995										0.850
Flt Protected				0.950						0.950	0.953	
Satd. Flow (prot)	0	3522	0	1770	3539	0	0	0	0	1681	1686	2787
Flt Permitted				0.044						0.950	0.953	
Satd. Flow (perm)	0	3522	0	82	3539	0	0	0	0	1681	1686	2787
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		653			794			606			926	
Travel Time (s)		9.9			12.0			9.2			14.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	0	2188	70	144	1384	0	0	0	0	564	4	693
Shared Lane Traffic (%)										50%		
Lane Group Flow (vph)	0	2258	0	144	1384	0	0	0	0	282	286	693
Turn Type		NA		pm+pt	NA					Split	NA	Prot
Protected Phases		2		1	6					4	4	4
Permitted Phases				6								
Detector Phase		2		1	6					4	4	4
Switch Phase												
Minimum Initial (s)		12.0		7.0	12.0					7.0	7.0	7.0
Minimum Split (s)		24.0		13.0	24.0					24.0	24.0	24.0
Total Split (s)		90.0		13.0	103.0					37.0	37.0	37.0
Total Split (%)		64.3%		9.3%	73.6%					26.4%	26.4%	26.4%
Yellow Time (s)		4.0		4.0	4.0					4.0	4.0	4.0
All-Red Time (s)		2.0		2.0	2.0					2.0	2.0	2.0
Lost Time Adjust (s)		-1.0		-1.0	-1.0					-1.0	-1.0	-1.0
Total Lost Time (s)		5.0		5.0	5.0					5.0	5.0	5.0
Lead/Lag		Lead		Lag								
Lead-Lag Optimize?		Yes		Yes								
Recall Mode		C-Max		None	C-Max					None	None	None
Act Effct Green (s)		85.0		98.0	98.0					32.0	32.0	32.0
Actuated g/C Ratio		0.61		0.70	0.70					0.23	0.23	0.23
v/c Ratio		1.06		0.94	0.56					0.73	0.74	1.09
Control Delay		63.9		71.7	7.4					62.6	63.1	111.7
Queue Delay		0.0		0.0	0.0					0.0	0.0	0.0
Total Delay		63.9		71.7	7.4					62.6	63.1	111.7
LOS		E		E	A					E	E	F
Approach Delay		63.9			13.5						89.7	
Approach LOS		E			B						F	
Queue Length 50th (ft)		~1182		73	132					252	256	~402
Queue Length 95th (ft)		#1312		m#136	152					366	370	#540

Lanes, Volumes, Timings

2024 Build Conditions

7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd

Timing Plan: PM Peak

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		573			714			526			846	
Turn Bay Length (ft)				200						600		600
Base Capacity (vph)		2138		153	2477					384	385	637
Starvation Cap Reductn		0		0	96					0	0	0
Spillback Cap Reductn		0		0	0					0	0	0
Storage Cap Reductn		0		0	0					0	0	0
Reduced v/c Ratio		1.06		0.94	0.58					0.73	0.74	1.09

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 114 (81%), Referenced to phase 2:EBT and 6:WBTL, Start of Green

Natural Cycle: 150

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.09

Intersection Signal Delay: 55.1

Intersection LOS: E

Intersection Capacity Utilization 90.3%

ICU Level of Service E

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: I-675 SB Off-Ramp/I-675 SB On-Ramp & Lake Spivey Blvd



HCM 6th TWSC
8: Site Drwy & Davidson Pkwy

2024 Build Conditions
Timing Plan: PM Peak

Intersection

Int Delay, s/veh 3.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰		↰	↱	↰	↱
Traffic Vol, veh/h	78	25	6	96	63	22
Future Vol, veh/h	78	25	6	96	63	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	87	28	7	107	70	24

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	115
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1474
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1474
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	10.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	805	-	-	1474	-
HCM Lane V/C Ratio	0.117	-	-	0.005	-
HCM Control Delay (s)	10.1	-	-	7.5	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Rezoning Case #RZ-2021-01
Presentation
For Proposed “Davidson
Parkway Commerce Center”
At
Davidson Parkway
And Walter Way

Public Hearing Dates:

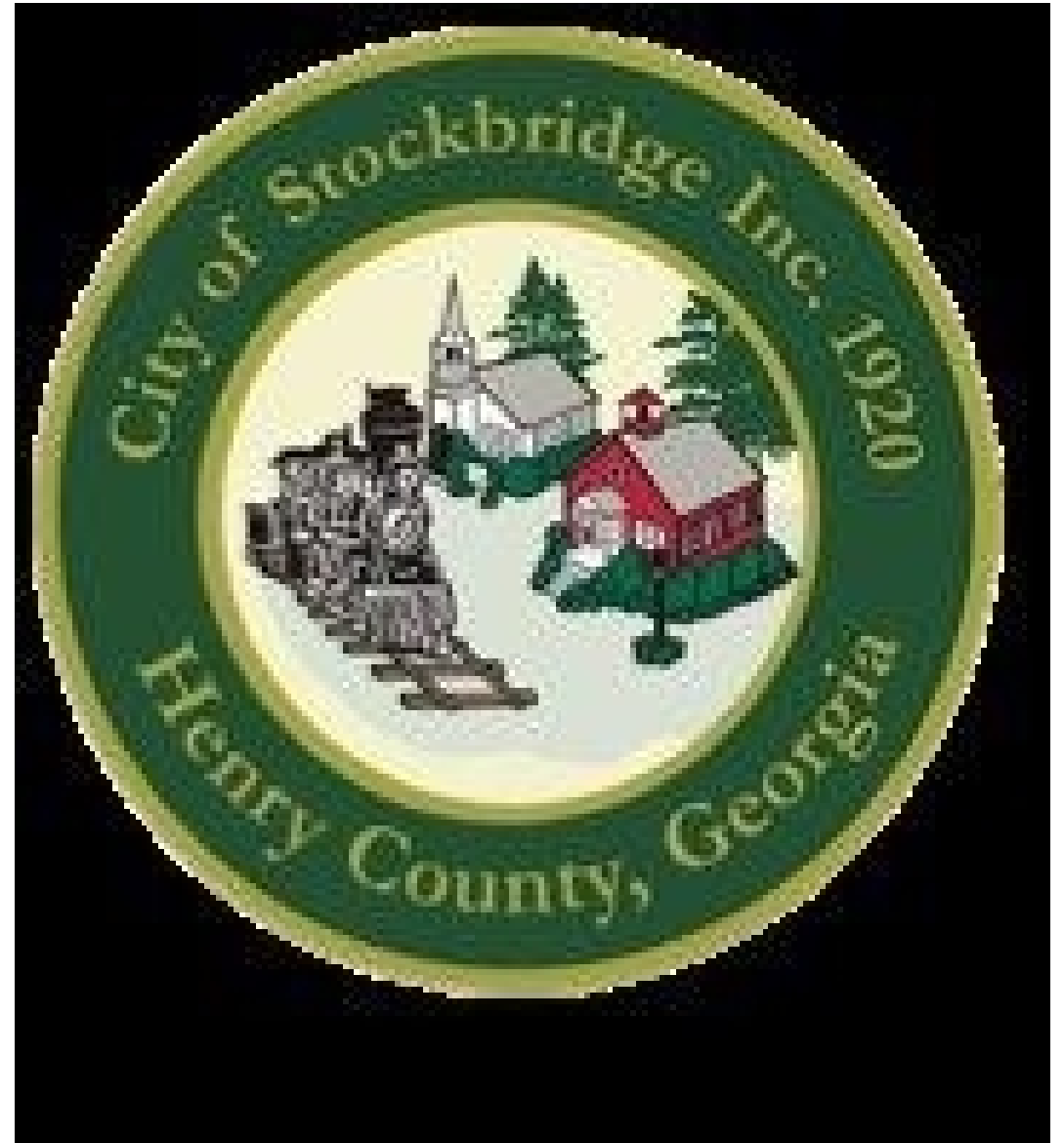
Planning Commission –

September 23, 2021

Mayor and City Council –

November 8, 2021

(Deferred from October 11, 2021)



RZ-2021-01 CASE FACTS

APPLICANT: EastGroup Properties, L.P. (represented by Battle Law, P.C. (c/o Michele Battle)

AGENT: Battle Law, P.C. (c/o Michele Battle)

REZONING REQUEST: Rezone property from 'C-3' (Heavy Commercial) to 'M-1' (Light Manufacturing)

PARCEL INFORMATION:

- Parcel #030-01009006 -- Small parcel off Davidson Parkway. Contains approximately 1.66 acres.
- Parcel #030-01009000—Large parcel off Walter Way; Contains approximately 73.88 acres, including about 10.5 acres of “restricted-use commercial” due to the presence of Reeves Creek and required buffers.

NOTE: The applicant requests that a third parcel (which was advertised), Parcel #030-01009005 with 3.63 acres off Walter Way, be removed from further consideration.

LOT SIZE/ACRES: 75.54 acres within two parcels.

PROPERTY LOCATION: Located in Northwest Stockbridge, south side of Davidson Parkway and west side of Walter Way; in Land Lot 57 of District 12.

EXISTING USES: Vacant land that is fairly level and mostly wooded; Reeves Creek traverses the eastern side the property

ZONING: 'C-3' (Heavy Commercial District) for both parcels.

PROPOSED PROJECT: Development of a “business distribution center” comprising five buildings with office and warehouse uses, having a total building space of 695,860 square feet.

RZ-2021-01 CASE FACTS (CONT.)

ZONING HISTORY (Includes the following):

- Multiple rezonings for the Northbridge Crossing development.
- Northbridge Crossing DRI Review
- Rezoning Case #RZ-09-12-S
- Development Agreement for Northbridge Crossing
- Reeves Creek DRI Review
- Davidson Parkway Commerce Center DRI Review

Future Land Use Designation: Low-Density Vertical Mixed-Use. This designation does not allow the proposed M-1 zoning district. It needs to be changed to Light Industrial. The applicant has simultaneously applied for a Comprehensive Plan Amendment via CP-2021-01 for this purpose.

Road Access: Via a small parcel off Davidson Parkway. Site traffic would come from and go to Interstate 75, Interstate 675, and Highway 138 via the Clayton County portion of Davidson Parkway to the north. Emergency access would also be available through the large parcel off Walter Way.

Application Received: July 6, 2021. The applicant requested that the application be deferred for one month.

Community Meetings Held by the Agent (2): August 18, 2021 and September 15, 2021.

Signs Posted: September 2, 2021. Posted new City Council meeting date on October 22, 2021.

CASE RESEARCH

EXISTING CONDITIONS:

- A. Property Location
- B. Property Characteristics
- C. Surrounding Land Use and Zoning

FUTURE DEVELOPMENT PLANS:

- A. Comprehensive Plan /Future Land Use Designation
- B. Livable Centers Initiative

ZONING HISTORY

- A. Multiple Rezoning for Northbridge Crossing Development.
- B. Northbridge Crossing DRI Review.
- C. Reeves Creek DRI Review
- D. Davidson Parkway Commerce Center DRI Review.

AERIAL PHOTO OF VICINITY



Parcel ID	030-01009000	Class	C	Owner	GDC IGA 6 LP	Land Value:	\$1,051,370			
Property Address		Acreage	73.88	Address	5755 DUPREE DR STE 130	Building Value:	\$0	Last 2 Sales		
District	City/Stockbridge				ATLANTA GA 30327	Misc Value:	\$0	Date	Price	Reason Qual
						Total Value:	\$1,051,374	2/26/2018	\$1,126,655	OTHER U
								4/1/2014	\$2,500,000	D UND U
										POWR

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/10/2021
Last Data Uploaded: 9/10/2021 3:49:33 AM

Developed by  **Schneider**
GEOSPATIAL

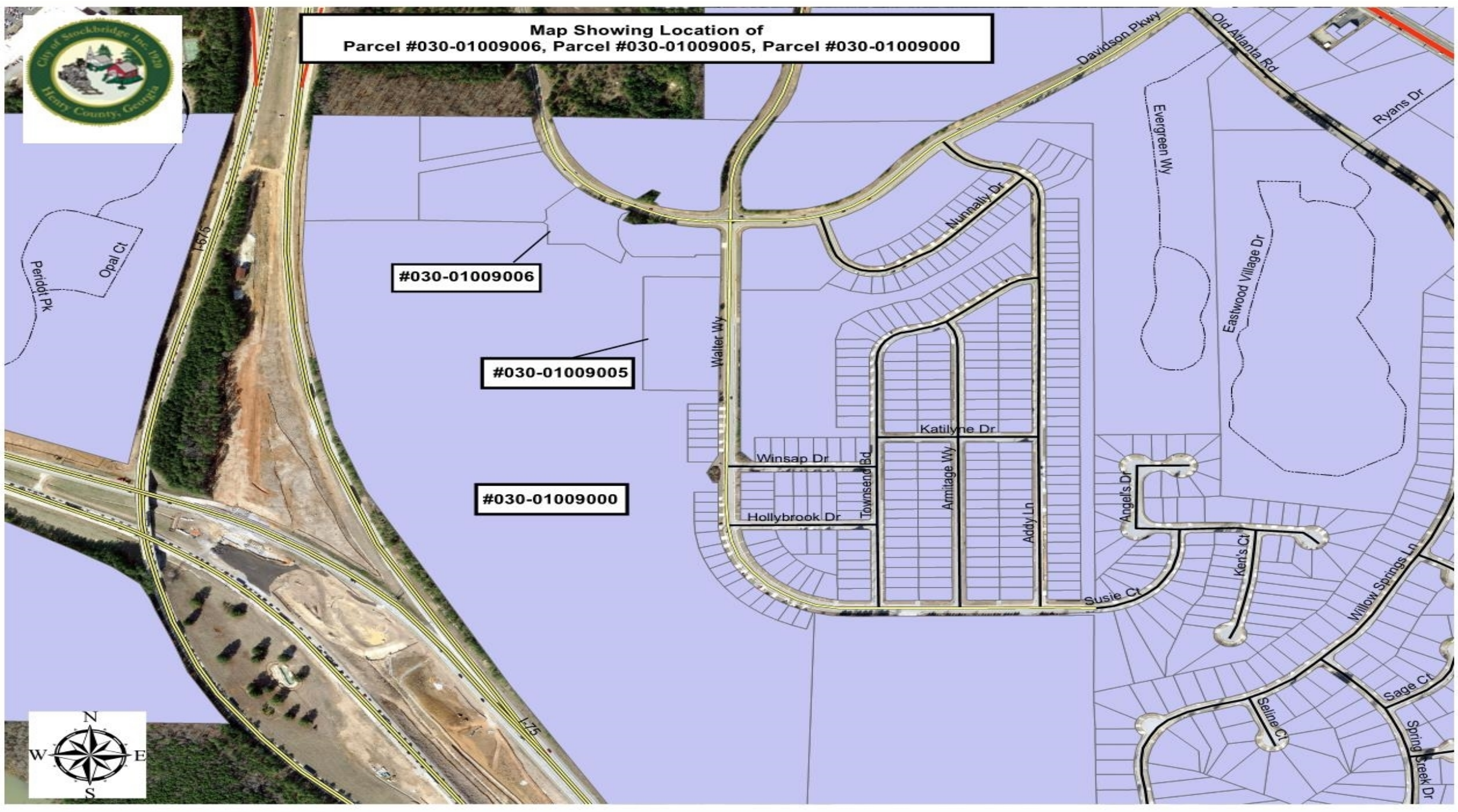


Map Showing Location of
Parcel #030-01009006, Parcel #030-01009005, Parcel #030-01009000

#030-01009006

#030-01009005

#030-01009000



SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
1	Within Clayton County	N/A
2	Vacant Land	C-2 (General Commercial)
3	Automobile refurbishing business (Drivetime)	M-1 (Light Manufacturing)
4	Henry County	N/A
5	Northbridge Crossing Development – Single-Family Detached Residential Dwellings	RM2- (Multifamily Residential Townhomes)
6	Interstates 75 & 675	N/A



Zoning Map of
Parcel #030-01009000, Parcel #030-01009006, Parcel #030-01009005

#1

#2

#5

#6

#3

#4



Zoning Districts

- C-1 (Neighborhood Commercial District)
- C-2 (General Commercial District)
- C-3 (Heavy Commercial District)
- M-1 (Light Manufacturing District)
- M-2 (Heavy Manufacturing District)
- MUND (Mixed-Use Neighborhood Development District)
- O-I (Office-Institutional District)
- PD (Planned Development)
- PTD (Planned Town Development)
- R-1 (Single Family Residential District)
- R-2 (Single Family Residential District)
- R-3 (Single Family Residential District)
- R-A (Residential-Agricultural District)
- RD (Residential Duplex District)
- RM (Multifamily Residential District)
- RM2 (Multifamily Townhomes)
- RM3 (Multifamily Condominiums)
- RMH (Mobile or Manufactured Homes)

LCI STUDY – I-75 ACTIVITY CENTER CONCEPT PLAN

July 9, 2012

I-75 Activity Center Concept Plan

The I-75 Activity Center has the potential to become a major employment center for the City of Stockbridge and North Henry County. This concept plan shows how that might occur in a way that is consistent with the vision of this plan.

The images at right and below show one option for how the area could accommodate the following long-term development program:

- 1.0-1.5 million sf of Class A office (blue)
- 2 full-service hotels (purple)
- 250,000 - 300,000 sf of retail (red)
- 750-1,000 units of high-quality multifamily (yellow)
- 300-500 units of senior housing or assisted living (turquoise)
- 1,500 housing units (yellow and brown)
- 20-25 acres of park space (green)
- Potential long-term parking decks (white)

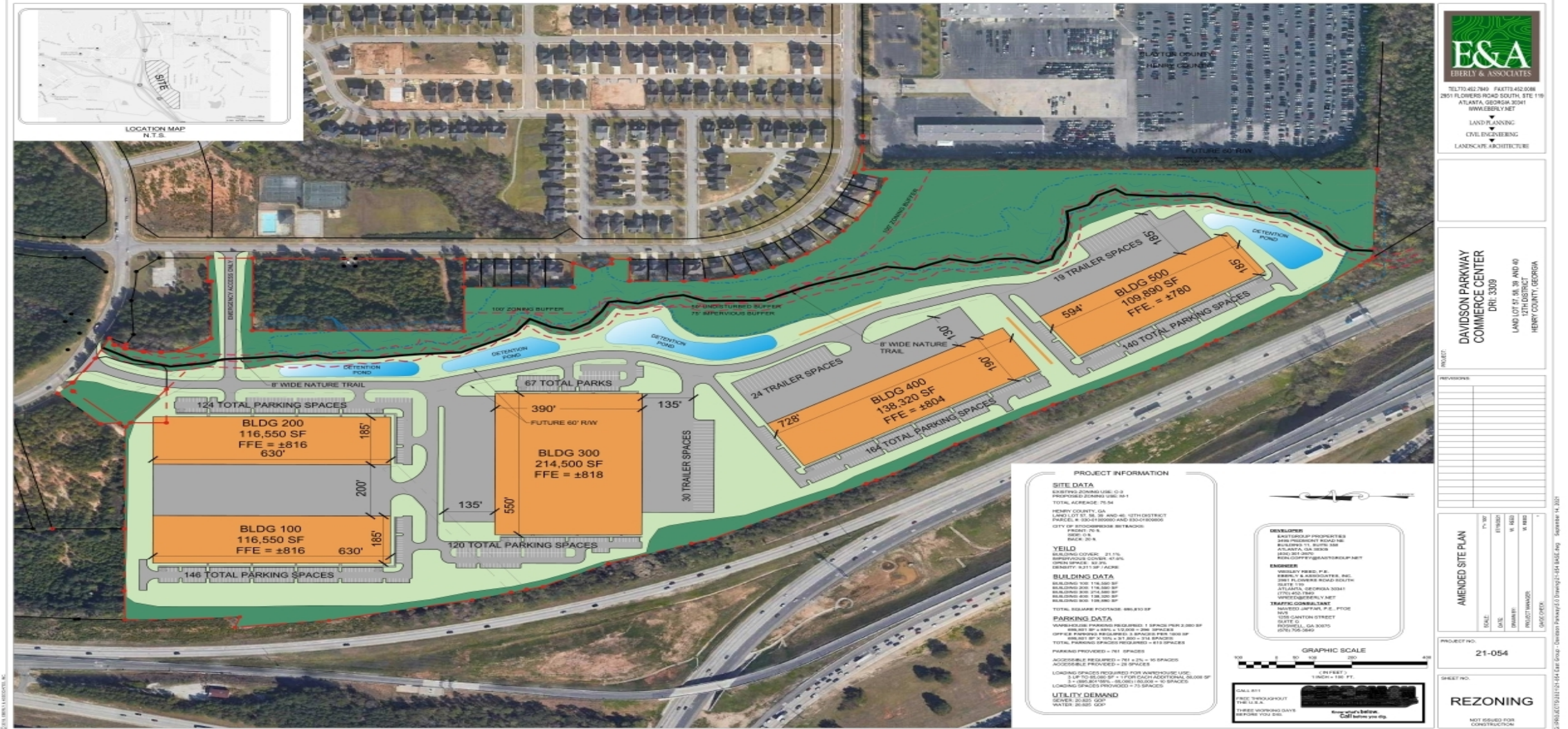
Of these uses, big box retail and parking could front I-75, with mixed-uses and offices lining a new north-south roadway connecting to Flippen Road. Housing could occur to the east, where proposed parks and multi-use paths would create a quality residential address. Nearby, the former Manheim Drive Center could become a college.



SITE ENLARGEMENT FROM LCI CONCEPT PLAN



PROPOSED SITE PLAN



PROJECT IMPACTS

A. Applicant's Traffic Impact Study--It stated that nearby intersections would operate at Levels of Service 'E' and 'F', yet no traffic improvements were recommended.

B. DRI Review—GRTA's Notice of Decision (Required conditions for spending state and federal funds, provided that no material changes are made to site plan).

- Provide sidewalks along the development's frontage on Davidson Parkway.
- Install a crosswalk at the driveway entrance on Davidson Parkway.
- Install pedestrian infrastructure within the site along the project driveway.
- Install signage to restrict trucks on Davidson Parkway between Walter Way and North Henry Boulevard.

C. DRI Review—ARC's Regional Review Finding. The proposed project would be compatible with several regional plans and policies.

ANALYSIS OF REQUEST

CRITERION #1: Consistency with the Comprehensive Plan. The proposed project would NOT be compatible because the proposed M-1 zoning district is not allowed in the current land use designation.

CRITERION #2: The relation that the proposed rezoning amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of the City of Stockbridge Zoning Code.

- A.** It would NOT promote the prosperity and general welfare of the adjacent Northbridge Crossing residential neighborhood.
- B.** It would add to, rather than minimize, congestion on the surrounding streets and disrupt residential traffic.
- C.** The tractor-trailer trucks could present safety hazards to pedestrians.
- D.** It would cause a significant concentration of population and overcrowding on the property.
- E.** There would be a huge influx of additional traffic in the neighborhood.
- F.** Since the property is landlocked, all project trucks would be required to utilize Davidson Parkway.
- G.** It is not desirable to have industrial uses next to residential uses.
- H.** The property could be developed as it is currently zoned with commercial uses, as three studies recommended (LCI Study, Northbridge Crossing DRI, and Reeves Creek DRI).

ANALYSIS OF REQUEST (CONT.)

CRITERION #3: Potential positive effects of the rezoning amendment on the character of the proposed zoning district, a particular piece of property, neighborhood, a particular area, or community. The proposed project would bring new jobs to the City, serve as a visual gateway into the City from I-75 & I-675, and extend the existing M-1 district adjacent to the property.

CRITERION #4: The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property. The site is physically suitable for the proposed development, but since the property is landlocked, it is not a good location for the large number of trucks that would need to funnel through one access point.

CRITERION #5: The impact upon adjacent property owners should the request be granted. The proposed industrial use and large number of trucks would be incompatible with the adjacent residential neighborhood, disrupting its tranquility and presenting a hazard to pedestrians and personal vehicles.

To reduce the impacts of the existing Drivetime truck traffic on the Northbridge Crossing residential neighborhood, it would be desirable if Drivetime's trucks could be rerouted to travel through the subject property via a connecting driveway between the two properties. Therefore, the applicant should contact Drivetime officials to try to arrange for such a connection to be made.

ANALYSIS OF REQUEST (CONT.)

CRITERION #6: The potential impact of the rezoning on City infrastructure including water and sewage system. Water and sewer service are available at the site to serve the proposed development.

CRITERION #7: The impact of the proposed amendment on adjacent thoroughfares and pedestrian and vehicular circulation and traffic volumes.

A. **Applicant's Traffic Impact Study**--It stated that nearby intersections would operate at Levels of Service 'E' and 'F', yet no traffic improvements were recommended.

B. **GRTA's Conditions of Approval**—Provide sidewalks along the property's frontage on Davidson Parkway, install a crosswalk at the driveway entrance, install sidewalks along the project driveway within the site, and install signs to restrict truck traffic on Davidson Parkway, east of Walter Way.

C. **Other Potential Traffic Impacts on the North End of Davidson Parkway**—Need to widen the road; feasibility of road curves for truck driving; impacts of truck traffic on existing businesses.

CRITERION #8: The merits of the requested change in zoning relative to any other guidelines and policies for development, which the Planning Commission and City Council may use in furthering the objective of the comprehensive plan. The proposed project would not be compatible with the land use recommendations of the LCI Concept Plan for the I-75 Activity Center, the Northbridge Crossing DRI, or the Reeves Creek DRI.

ANALYSIS OF REQUEST (CONT.)

CRITERION #9: The ability of the subject land to be developed as it is presently zoned. The subject property could be developed with commercial uses under its current C-3 zoning classification, such as restaurants, hotels, medical facilities, and a convention center, that were planned under the Northbridge Crossing and Reeves Creek DRI plans. Such uses would be preferable to the proposed industrial development for three reasons:

A. Absence of Tractor-Trailer Trucks—Although major commercial uses may generate more traffic than the proposed development, this may be preferable to having tractor-trailer trucks on the site and in the neighborhood.

B. Provision of Services to the General Public—Commercial uses could provide services to the general public, whereas the proposed development would mainly serve the internal needs of the businesses who would locate on the site.

C. Scarcity of Large, Undeveloped Tracts of Land—This is one of the few remaining large, undeveloped tracts of land in the City, presenting a unique opportunity to provide major services and facilities to benefit the general public.

RECOMMENDATIONS

The Planning and Zoning Staff recommends the **DENIAL** of the rezoning of the subject property from 'C-3' to the requested 'M-1' zoning district classification.

However, if the Stockbridge City Council decides to approve these applications, such approvals should be contingent upon the developer meeting the **ZONING CONDITIONS** that are listed below. Where these conditions conflict with the stipulations and offerings that are contained within the applicant's Letter of Intent, these conditions shall supersede unless specifically stipulated by the Mayor and Council.

1. Regarding the future land use designation— The approval of this rezoning request shall be contingent upon the future land use designation of the subject property being changed from its current 'Low-Density Vertical Mixed-Use' designation to the 'Light Industrial' designation to allow for the rezoning of the property to M-1. This shall be done via the approval of the applicant's requested Comprehensive Plan Amendment, which comprises **Case #CP-2021-01.**

RECOMMENDATIONS (CONT.)

2. Regarding the recombination of parcels:

A. If the applicant wishes to rezone the subject property for the express purpose of developing the proposed Davidson Parkway Commerce Center, then the requested rezoning of the property shall be contingent upon, and not be completed until, the recombination of the property's two parcels into one parcel is approved by the Planning Commission and a new plat of the property is officially recorded at the Henry County Superior Court Real Estate Division Office.

B. If the applicant wishes to rezone each of the two parcels individually without combining them, then no recombination plat application is required; however, the proposed development may NOT occur.

3. Regarding a connecting access for the Drivetime establishment—The applicant shall collaborate with the Drivetime owners to consider rerouting vehicular traffic out of, and away from, the Northbridge Crossing residential neighborhood by means of a connecting driveway through the subject property, if such a connection is feasible with regard to topography and other physical property conditions. If such a connection is possible and agreed-upon, then its location shall be shown on a modified version of the site plan.

RECOMMENDATIONS (CONT.)

4. Regarding the site plan— The applicant submitted an “Amended Site Plan”, which was titled “Davidson Parkway Commerce Center; DRI 3309” and prepared by Eberly & Associates on July 19, 2021. However, the proposed development shall occur according to a new but similar site plan which makes the following minor modifications:

A. Nature Trail—Relocation of the “nature trail” away from the project driveway and to an acceptable location near the creek and buffer areas on the eastern side of the subject property. If this is not possible, then an acceptable physical barrier shall be constructed between the nature trail and the project driveway to protect pedestrians from trailer trucks using the driveway.

B. Truck Staging—Indication on the site plan, as was noted by ARC, of an acceptable truck staging plan to prevent the queuing of heavy trucks on surrounding streets.

5. Regarding landscape design— The developer shall submit an acceptable landscape design plan for the proposed development during the plan review process for a land disturbance permit.

6. Regarding buffering— The developer shall meet all City, County, State, and federal requirements pertaining to the provision of sufficient buffers and related environmental protections in connection with the existing streams on the subject property.

7. Regarding architectural design:

A. The proposed buildings shall have such design and exterior building materials to give them the appearance of office buildings.

B. All warehouse areas and truck bays shall be adequately screened.

RECOMMENDATIONS (CONT.)

8. Regarding transportation improvements—The developer shall meet all of the requirements that are specified in GRTA’s attached Notice of Decision for DRI #3309, dated August 9, 2021, which includes its “Attachment A--General Conditions”, “Attachment B--Required Elements of the DRI Plan of Development”, and “Attachment C--Required Improvements to Serve the DRI.”

9. Regarding procedural matters:

- A.** The applicant or developer shall submit a recombination plat application for review and approval by the Planning Commission after the rezoning of the property is approved.
- B.** After a recombination plat application has been approved by the Planning Commission, it shall be recorded with the Henry County Superior Court and a copy shall be provided to the City before the City may issue any land disturbance or building permits for the proposed development.
- C.** In compliance with Section 12.12.016(6) of the Stockbridge Zoning Code (“Applications Subject to Mayor and Council Action”), any proposed modifications to the conditions of an approved rezoning “shall be reviewed and decisions rendered by the mayor and council.” For such purpose, the applicant/developer shall submit a “zoning modification application” to the City’s Planning and Zoning Staff.
- D.** In compliance with Section 12.12.003(A) of the Stockbridge Zoning Code (“Expiration of Approvals”), the zoning classification of the property may revert back to ‘C-3’, or to some other zoning classification after a period of eighteen (18) months, if the Mayor and City Council chooses, if “substantial progress” has not been achieved in the construction of the proposed development, whereby the first inspection is carried out.



***REZONING FOR THE PROPOSED “DAVIDSON PARKWAY COMMERCE
CENTER” AT DAVIDSON PARKWAY AND WALTER WAY:
FROM ‘C-3’ TO ‘M-1’***

CASE FACTS

Applicant:	EastGroup Properties, L.P. (is also the developer)
Agent:	Battle Law, P.C. (c/o Michele Battle)
Location:	Located in northwest Stockbridge, south side of Davidson Parkway and west side of Walter Way; in Land Lot 57 of District 12.
Parcel ID:	<u>Includes two parcels:</u> • <u>Parcel #030-01009006</u>—Small parcel off Davidson Parkway. Contains approximately 1.66 acres. • <u>Parcel #030-01009000</u>—Large parcel off Walter Way. Contains approximately 73.88 acres, including about 10.5 acres of “restricted-use commercial” due to the presence of Reeves Creek and required buffers. [Note: A third parcel, #030-01009005, was advertised, but the applicant made a request at the Planning Commission meeting on September 23, 2021 that it be removed from consideration.]
Lot Size/Acres:	75.54 total acres (2 parcels)
Request:	Rezone property from ‘C-3’ (Heavy Commercial) to ‘M-1’ (Light Manufacturing). Property is also located in the Mixed-Use High-Rise Overlay District. The applicant is also seeking DRI approval. A Comprehensive Plan Amendment request is running concurrently with this rezoning request.
Proposed Use/ Purpose	Development of a “business distribution center” comprising five buildings with office and warehouse uses, having a total building space of 695,860 square feet.
Existing Land Uses:	Vacant land that is fairly level and mostly wooded. Reeves Creek traverses the eastern side the property.
Zoning History:	<u>Includes the following:</u> • Multiple rezonings for the Northbridge Crossing development. • Northbridge Crossing DRI Review • Rezoning Case #RZ-09-12-S • Development Agreement for Northbridge Crossing

-
- Reeves Creek DRI Review
 - Davidson Parkway Commerce Center DRI Review

Future Land Use Designation: Low-Density Vertical Mixed-Use. This designation does not allow the proposed M-1 zoning district. It needs to be changed to Light Industrial. The applicant has simultaneously applied for a Comprehensive Plan Amendment via CP-2021-01 for this purpose.

Road Access: Via a small parcel off Davidson Parkway. Site traffic would come from and go to Interstate 75, Interstate 675, and Highway 138 via the Clayton County portion of Davidson Parkway to the north. Emergency access would also be available through the large parcel off Walter Way.

Application Received: July 6, 2021. The applicant requested that the application be deferred for one month.

Community Meetings Held by the Agent (3):

- August 18, 2021
- September 15, 2021
- October 27, 2021

Sign Posted: September 2, 2021. Posted new City Council meeting date on October 22, 2021.

Planning Commission Meeting: September 23, 2021

Council Meeting: November 8, 2021 (deferred from October 11, 2021)

Development Regulations Relevant to Request:

- City of Stockbridge Unified Development Code (including the Zoning Code and the Subdivision Ordinance).
 - All other City Code sections regarding site development standards and requirements.
-

APPLICANT'S REQUESTS

On July 1, 2021, the applicant submitted a rezoning application and two letters of request, as are listed below, to allow for the proposed development on the subject property. All three of the parcels comprising the property, as were identified above, are owned by GDCI GA LP 6 ("GDCI"), and EastGroup Properties is its development partner.

-
1. Rezoning Case #RZ-2021-01.
 2. Comprehensive Plan Amendment Case #CP-2021-01.
 3. Development of Regional Impact (DRI) Case #DRI 3309.

This Staff Report will address the first two requests only (the rezoning case and the DRI case). Although the applicant submitted a separate application for the DRI, the analysis of the DRI application was completed by outside agencies (the Atlanta Regional Commission and the Georgia Regional Transportation Authority); thus, this staff report will summarize those agencies' findings. A separate staff report has been prepared for the requested Comprehensive Plan Amendment (CP-2021-01) case.

The City informed the applicant that a recombination plat application would also need to be submitted for the purpose of combining the property's two parcels into one parcel. But the applicant requested that the recombination be deferred until after final decisions on RZ-2021-01 and CP-2021-01 are made by the City Council. If those cases are approved, the applicant would then submit a recombination plat application for consideration by the City.

A. Rezoning Request. The applicant requests that the subject property be rezoned from 'C-3' (Heavy Commercial) to 'M-1' (Light Industrial) to allow for the development of a "business office park" containing five new buildings with a total of 695,860 square feet, according to the Amended Site Plan. The proposed project would be constructed in one phase, with an anticipated buildout by 2024. The proposed project would have the appearance of an office park, with office uses in the fronts of the buildings and warehouse uses in the sides and rears.

B. Comprehensive Plan Amendment Request. To facilitate the rezoning and the development of the proposed project, the applicant also simultaneously submitted a Comprehensive Plan Amendment application (CP-2021-01). The purpose of CP-2021-01 is to change the property's current future land use designation from 'Low-Density Vertical Mixed-Use' to 'Light Industrial' to allow for the requested M-1 rezoning since M-1 districts are not permitted within the Low-Density Vertical Mixed-Use designation.

C. Development of Regional Impact (DRI) Request. The filing of a DRI application was necessitated due to the proposed large size of the project, which would exceed the Georgia Department of Community Affairs' (DCA) threshold of 500,000 square feet for wholesale and distribution projects. Therefore, an initial DRI application (DRI #3309) was filed by the City of Stockbridge on April 30, 2021, and it was transmitted to both the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA, which also includes SRTA (State Road and Tollway Authority)) for review. Later, on July 15, 2021, Form 2 was submitted to DCA as the required follow-up application. Henry County and Clayton County officials were also given the opportunity to review and comment on the application.

EXISTING CONDITIONS

A. Property Location. Per the attached "Aerial Photo of Site Vicinity", the subject property is located in the northwestern area of the City of Stockbridge, near the Clayton County line; about half a mile south of Highway 138 / Lake Spivey Parkway and about half a mile west of

North Henry Boulevard. It is bordered by Davidson Parkway to the north, Walter Way to the east, and Interstates 75 and 675 to the south and west. One of the two parcels comprising the subject property is located on the curve of Davidson Parkway, south of the Clayton County line. Trucks servicing the proposed development would access the site by using Davidson Parkway (a collector street) within Clayton County from Highway 138 / Lake Spivey Parkway (a major arterial) as they are en route to and from Interstates 75 and 675.

B. Property Characteristics. The subject property is comprised of two parcels, including a small parcel on Davidson Parkway (with approximately 1.66 acres) and a large parcel on Walter Way (with approximately 73.88 acres). These parcels are shown on two attached aerial photographs. The large parcel has roughly three-fourths of a mile of frontage along Interstates 75 and 675. Reeves Creek is located near the eastern boundary of the development site, with required buffers. The large parcel contains approximately 10.5 acres of “Restricted Use Commercial”, thus only the remaining 63.38 acres is developable. The property is mostly level and wooded. The aerial photograph of the large parcel shows the presence of some small structures, which are accessed from a driveway through an easement off Walter Way. The structures comprise a lift station which is owned by the City of Stockbridge. Due to the lack of access to the property from the south and west, the property is viewed as being landlocked. The property is part of the adjacent Northbridge Crossing residential development.

C. Surrounding Land Use and Zoning. The subject property is surrounded by a mixture of land uses and zoning districts, as is indicated by Table 1 below. To the north, along Davidson Parkway within Clayton County, are several commercial uses, including motels, a gas station, a fast food restaurant, a fitness center, and an automotive repair center. To the northeast is some vacant land along Davidson Parkway and Walter Way, which is zoned ‘C-2’ (General Commercial). To the west and southwest, the subject property is bordered by Interstate 675. To the east is the Northbridge Crossing Subdivision (whose property is zoned ‘RM-2’ for Multifamily/Townhomes). The subdivision is the predominant land use in the vicinity. Its clubhouse and pool are located across Walter Way from the proposed development site. Bordering the site to the southeast is the Drivetime Automotive Reconditioning Center off Walter Way, which was established in 1997 and whose property is zoned ‘M-1’. Trucks from the Drivetime establishment currently utilize Walter Way through the residential neighborhood to access Davidson Parkway and Highway 138.

TABLE 1:-- SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
Property to the North	Within Clayton County	N/A
Property to the Northeast	Vacant Land	C-2 (General Commercial)
Property to the Southeast	Automobile refurbishing business (Drivetime)	M-1 (Light Manufacturing)
Property to the South	Henry County	N/A

Property to the East	Northbridge Crossing development-- single-family detached residential dwellings	RM-2 (Multifamily Residential-- Townhomes)
Property to the West, Northwest, and Southwest	Interstates 75 and 675	N/A

FUTURE DEVELOPMENT PLANS

A. Comprehensive Plan /Future Land Use Designation. The Stockbridge Future Land Use Map, which is a part of the City of Stockbridge 2018-2038 Comprehensive Plan, shows that the subject property has a future land use designation of “Low-Density Vertical Mixed-Use. This designation is intended for commercial/retail areas along various corridors and intersections; should mainly serve the residents of the surrounding residential neighborhoods; and should maintain a community orientation. But the proposed project would not be compatible with this designation since its uses would be very different and they would be internally-focused rather than community-focused. A Comprehensive Plan Amendment would therefore be required to assign a more suitable land use designation to the subject property.

B. Livable Centers Initiative. The City of Stockbridge Livable Centers Initiative (“LCI Study”) 10-Year Update from 2012 contains maps which show the subject property as part of an “I-75 Activity Center Concept Plan, which would be a major employment center with mixed uses. Such uses were envisioned to include Class A office space, hotels, retail uses, high-quality multifamily, senior housing, and park space.

The applicant’s proposed project does not remotely meet the intent of either the Comprehensive Plan or the LCI Plan.

ZONING HISTORY

Over the years, parts or all of the subject property were included within several rezoning cases, a development agreement, and two DRI reviews, as are listed and described below. Nevertheless, to date, no development activity has occurred on the property.

- Multiple rezonings for Northbridge Crossing Development
- Northbridge Crossing DRI review
- Development Agreement for Northbridge Crossing
- Rezoning Case #RZ-09-12-S
- Reeves Creek DRI review
- Davidson Parkway Commerce Center DRI review

A. Multiple Rezonings for Northbridge Crossing Development. In 2003, DRA Development requested the rezoning of about 49 acres around the intersection of Davidson

Parkway and Walter Way, as part of the “Northbridge Crossing Development, from ‘RA’ (Residential-Agricultural), ‘C-3’ (Heavy Commercial), and ‘M-1’ (Light Manufacturing) to ‘RM-3’ (Multifamily Residential for Condominiums) to allow for condominium development. The rezonings were approved with conditions via Ordinance No. 03-148.

Henry County Planning and Zoning completed a staff report for Rezoning Case #RZ-02-71-S for a 7.24-acre tract adjacent to the current DriveTime Automotive Conditioning establishment. The report stated that a portion of the tract was previously rezoned from ‘RA’ to ‘M-1’ with a ‘PD’ (Planned Development) district on September 8, 1996.

B. Northbridge Crossing DRI Review. In conjunction with the multiple rezoning requests for Northbridge Crossing, the Atlanta Regional Commission (ARC) completed a Final Report for a Development of Regional Impact (DRI) Review on November 15, 2002, representing DRI #284. The proposed project was to have mixed uses, include residential, office, and commercial. The Georgia Regional Transportation Authority (GRTA) approved the project with the conditions that additional turn lanes be constructed along Davidson Parkway; that the intersection of Davidson Parkway and Walter Way be reconstructed; and that sidewalks be installed.

C. Development Agreement for Northbridge Crossing. A Development Agreement was prepared for Northbridge Crossing (formerly known as “Stockbridge Station”) on May 15, 2003 between the City of Stockbridge and DRA Development, Inc. It pertained to the rezoning of a 143.72-acre site and it included multiple zoning conditions for different types of uses to be included within the development plan. Three amendments were later made.

D. Rezoning Case #RZ-09-12-S. DRA Development, Inc. received approval on April 12, 2010 by the Stockbridge City Council to rezone fourteen tracts of land (including the subject property) comprising 83.26 acres at the southwest corner of Davidson Parkway and Walter Way. The rezoning property was part of the larger, original tract for Northbridge Crossing, which contained approximately 171.6 acres. The proposed development was to be a mixture of commercial, retail, and office uses. The rezoning approval included a list of nine zoning conditions. One of them was the requirement that the Development Agreement for Northbridge Crossing, which was adopted on May 15, 2003, be updated to reflect this rezoning of the property to C-3.

E. Reeves Creek DRI Review. The subject property was also included within the boundaries of a second DRI review. ARC completed its “Regional Review Finding” for DRI #2996 on October 3, 2019 for a proposed “Reeves Creek” development. The DRI request was made by Henry County Government since the majority of the land within the project boundaries was located in unincorporated Henry County. The DRI was found to be “within the best interest of the State.”

The approved site plan showed several proposed major uses, including a mass transit complex, an arena, an arts center, a convention center, and an office park; as well as a senior care community and an apartment complex. The site plan also shows that a medical office park, hotels, restaurants, and various retail uses were planned for the land comprising the subject property.

ARC's Decision recommended the construction of a new road through the area, to be named "Reeves Creek Parkway", the possible installation of a traffic signal at the intersection of Reeves Creek Parkway and Davidson Parkway, and the installation of additional turn lanes at the intersection of Davidson Parkway and Highway 138 West. However, since the DRI was completed, no construction activity has occurred on the approved development project. GRTA determined that a new DRI would replace the Reeves Creek DRI, and that the requirements of the Reeves Creek DRI would no longer be valid for the subject property.

F. Davidson Parkway Commerce Center DRI Review.

The DRI review process included multiple steps over several months in 2021. The City of Stockbridge submitted the initial DRI form, on behalf of the applicant, on April 30, 2021. The Georgia Regional Transportation Authority (GRTA) issued its Notice of Decision on August 5, 2021. Then the Atlanta Regional Commission (ARC) issued its Regional Review Notification (Final Report) on August 9, 2021. Their reports are summarized under the "Project Impacts" section.

ZONING DISTRICT COMPARISONS

The applicant proposes to rezone the subject property from its existing 'C-3' (Heavy Commercial) district to the 'M-1' (Light Manufacturing) district. The purposes of the C-3 and M-1 districts are provided below. The property's current C-3 district classification does not allow for the proposed business distribution uses. Further, the C-3 district allows "other heavy commercial and service activities which are not primarily of an industrial or manufacturing nature . . . "

C-3 District Purpose (from Section 12.02.044 of the Stockbridge Zoning Code):

Provide areas for commercial activities which provide products and services that require locations along major arterial roads, highway intersections, and freeway interchange areas, due to their need to transport and display heavy bulk materials, and generate heavy traffic; and which provide services that would not be appropriately located in areas providing neighborhood or general commercial retail and service activities which are permitted in the C-1 and C-2 districts.

M-1 District Purpose (from Section 12.02.051 of the Stockbridge Zoning Code):

Provide for light industrial uses, all of which shall be nuisance-free and not generators of hazardous wastes. Such uses shall be located on either arterial or major collector streets, or within industrial parks having access to such thoroughfares.

Although the subject property is also located within the High-Rise Mixed-Use Overlay District due to its proximity to Interstates 75 and 675, the City has decided that the applicant does not need to comply with the regulations of that district since the proposed project would not constitute a high-rise development.

PROPOSED DEVELOPMENT

A. Project Description. The proposed buildings would be built on a speculative basis since the actual tenants to occupy them is unknown at this time. Similar projects which the developer has constructed have resulted in office space uses comprising 10 to 15 percent of the total building space, with an average size of 30,000 square feet. The total building space in the Davidson Parkway Commerce Center is anticipated to include about 15 percent in office uses at the fronts or sides of the buildings and about 85 percent in warehouse uses at the rears of the buildings.

Multiple tenants providing business distribution services are expected to locate within the development. Similar projects which the developer has constructed have attracted tenants in the e-commerce, retail, telecommunications, and pharmaceutical industries. No manufacturing or heavy industrial operations would take place. Rather, products and merchandise would be stored and processed in the proposed warehouses, then loaded onto small delivery trucks for distribution. The applicant has stated that the trucks would resemble UPS and FedEx delivery trucks. The businesses would not have typical daytime business hours, but they would operate throughout the day and night.

B. Architectural Design. The proposed buildings in the Davidson Parkway Commerce Center would be built speculatively and completed according to the needs of the likely tenants. The attached “Exhibit on Building Design and Use” is a flyer from the applicant, which show elevations with the appearance of single-story, high-quality office buildings. Glass would be located across the front facades for the office and showroom areas. The buildings would have multiple entries to accommodate smaller tenants. “Service courts” would be located in the rears or sides of the buildings, and they would be screened. Uniform signage and enhanced landscaping would be used.

C. Site Design. The attached colored “Amended Site Plan”, which was prepared on July 19, 2021 by Eberly & Associates, shows that the proposed Davidson Parkway Commerce Center would consist of five buildings having a total of 695,860 square feet. All truck-trailer parking spaces and loading areas would be striped and would be located on the sides or rears of the buildings. Screening of the truck-trailer parking spaces and loading areas would occur via screening walls or landscaping.

Regarding other site features, Reeves Creek would be maintained, and three buffers would be provided. These include a 50-foot-wide undisturbed buffer, a 75-foot-wide impervious buffer, and a 100-foot-wide zoning buffer. The latter is required by the City’s Landscaping, Buffers, and Tree Protection Ordinance to protect the adjacent residential uses from the proposed development. Four detention ponds would be provided, along with an 8-foot-wide

nature trail along the main driveway. An 8-foot-wide “nature trail” is shown adjacent to the project driveway.

D. Site and Building Access. The site would be accessed from a project driveway to be constructed from the small parcel off Davidson Parkway (Parcel #030-01009006). The applicant agreed to provide an emergency access for fire trucks to and from Walter Way, and it is shown on a colored version of the site plan as being located through a narrow strip of the larger parcel off Walter Way. At the southwest corner of the subject property, the site plan indicates a “Future 60’ R/W” to be extended to the south and connecting with a future road in unincorporated Henry County, but there are no current plans to make this extension.

Only one internal driveway would serve the proposed development, and it would not be circular. Each of the five proposed buildings would be accessed off the main driveway. The City’s Fire Marshal wants to ensure that fire trucks could easily access the proposed buildings and then exit the premises without having to back up or turn around. The Amended Site Plan shows that a fire turnaround would be provided for all dead-end fire access roads which exceed 150 feet in length to meet International Fire Code requirements. Further, fire lanes would be designed to support the weight of the fire trucks and provide 26 feet for aerial access. A special site plan, with the title of “Fire Turnaround Exhibit”, shows overlay details about fire truck hammerheads.

E. Parking Requirements. The Amended Site Plan shows that each of the five buildings would have its own employee parking lot, and that trailer parking for trucks would also be provided adjacent to three of the buildings.

The City’s Zoning Code requires the provision of three parking spaces per 1,000 square feet of building space for employee parking (up to 250,000 square feet) and one parking space per 1,000 square feet of building space for warehousing and storage uses, including distribution centers. This information is found within Table 12.08.025(D), of the Zoning Code, “Parking and Loading Space Standards”, and is summarized in Table 2 below.

Table 2 shows that 610 regular parking spaces would be required, including 314 spaces for office uses (15 percent of the total building space) and 296 spaces for warehouse uses (85 percent of the total building space). The developer would actually provide 761 total spaces, but the breakdown between the number of spaces for office uses and warehouse uses has not been provided. Besides regular parking spaces, loading and accessible (disabled) parking spaces would also be required. Parking requirements will be addressed specifically at the time when the plans are formally submitted.

TABLE 2—REGULAR PARKING REQUIREMENTS AND PROPOSALS
(From Table 12.08.025(D) of the Stockbridge Zoning Code)

LAND USE / PERCENTAGE	PARKING REQUIREMENT	PARKING CALCULATION	PROPOSED NO. OF SPACES
Office Uses / 15 percent	3 spaces per 1,000 square feet	695,860 total square feet X 15 percent / 1,000 X 3	Not provided

		= 314 spaces (rounded up)	
Warehouse Uses/ 85 percent	1 space per 2,000 square feet	695,860 total square feet X 85 percent / 2,000 X 1 = 296 (rounded up) =	Not provided
TOTALS	N/A	314 spaces for office uses + 296 spaces for warehouses = 610 minimum total spaces	761 spaces

Although only 7 loading spaces are required, the applicant proposes to provide significantly more—73 spaces. The site plan shows that these additional 66 loading spaces would be designated as “trailer spaces”, which suggests that large, 18-wheel trucks would serve the development. This is in contrast to the applicant’s description of the operation of the project as being served by small trucks that would be similar to UPS and FedEx delivery trucks. The trailer spaces appear on the site plan to be about 55 feet long, which further suggests that large, 18-wheel trucks would be used rather than small delivery trucks.

PROJECT IMPACTS

A. Applicant’s Traffic Impact Study. The applicant has stated that trucks from the development would be expected to exclusively use Davidson Parkway to and from Highway 138 (Lake Spivey Parkway) for access to and from Interstates 75 and 675. Automobile traffic from the office uses is expected to have the following breakdown: 70 percent to/from Davidson Parkway, 30 percent to/from Walter Way, and 30 percent to/from North Henry Boulevard (utilizing the eastern portion of Davidson Parkway). However, no information has been provided about the frequency or hours of operation of the trucks which would serve the development.

The applicant has also submitted a Traffic Impact Study, which was prepared by NV5 Engineers and Consultants on June 18, 2021. This study was submitted to ARC and GRTA for their consideration of the companion DRI Case #3309. The project is projected to generate 738 personal-vehicle trips and 402 truck trips per day. The AM and PM peak hour traffic volumes would be similar, with 113 AM peak hour trips (including 87 trips entering and 26 trips exiting the site) and 116 PM peak hour trips (including 31 trips entering and 85 trips exiting the site). The study stated that these volumes would represent very acceptable levels of service (LOS), with LOS ‘B’ during the AM peak hour and LOS ‘A’ during the PM peak hour.

The operational characteristics of various intersections in the vicinity were studied, including those along Davidson Parkway, Walter Way, Highway 138/Lake Spivey Parkway, and North Henry Boulevard. The City’s request that restrictions to truck traffic on the eastern portion of Davidson Parkway (from Walter Way to North Henry Boulevard) were taken into consideration. The Study stated that more than half of the intersections in the vicinity would operate at Levels of Service ‘E’ or ‘F’ upon the completion of the proposed project, which is unacceptable.

The traffic impact study concluded that “improvements at the study intersections are not required to mitigate the impact of the proposed development.” This conclusion does not seem to be accurate, in view of the many intersections in the vicinity which the study said would operate at Levels of Service ‘E’ or ‘F’. The study did recommend that consideration be given to making modifications in traffic signal timing along Highway 138/Lake Spivey Parkway (from Mount Zion Road to North Henry Boulevard), as well as widening Highway 138/Lake Spivey Parkway to six lanes.

B. DRI Review—GRTA’s Notice of Decision (Including Conditions). GRTA issued its Notice of Decision (NOD) for DRI #3309 for the proposed Davidson Parkway Commerce Center on August 9, 2021. The NOD stated that the proposed development was approved, subject to 1) conditions that were listed in its Attachment A; and 2) limitations on allowable project modifications, per its Attachment B. This means that if the developer meets the conditions that are listed in Attachments A and B, then GRTA would approve the expenditure of state and/or federal funds for providing the improvements that are listed in Section 2 of its Attachment C. However, if substantial construction on the proposed development has not commenced within ten years, then the need for GRTA’s approval would terminate.

A summary of the conditions comprising Attachments A, B, and C is presented below, and the full NOD document is attached to this Staff Report.

~ **Attachment A – General Conditions:**

- Provide sidewalks along the development’s frontage on Davidson Parkway.
- Install a crosswalk at the driveway entrance on Davidson Parkway.
- Install pedestrian infrastructure within the site along the project driveway.
- Install signage to restrict trucks on Davidson Parkway between Walter Way and North Henry Boulevard.

~ **Attachment B--Required Elements of the DRI Plan of Development (Conditions Related to Altering Site Plan after GRTA Notice of Decision)--**The development will be constructed materially (substantially) in accordance with the site plan. Changes to the site plan will not be considered material or substantial as long as all conditions that are listed in Attachment A are provided.

~ **Attachment C – Required Improvements to Serve the DRI:**

- **Section 1: General Conditions of Approval to GRTA Notice of Decision—**These are improvements which do not require GRTA’s approval at this time, but are needed prior to the project’s buildout. They include all of the conditions that are listed in Attachment A.
- **Section 2: Roadway Improvement conditions to GRTA Notice of Decision:**
 - ~ **Highway 138/Lake Spivey Parkway—**Continue to study the corridor for capacity needs and signal timing / phasing improvements.
 - ~ **Driveway/Roadway Extension--**Reserve space for right-of-way so that the project’s driveway may be extended in the future south of the subject property, and coordinate with the City of Stockbridge and Henry County DOT to ensure that the driveway design and curvature meet their standards.

C. DRI Review—ARC’s Regional Review Finding. ARC completed its DRI review of the proposed Davidson Parkway Commerce Center and issued its Regional Review Finding on August 9, 2021. ARC reviewed the relationship of the proposed development to various regional plans, goals, and policies; as well as any potential impacts which the project might have on other local jurisdictions.

ARC believes that the proposed project would carry out regional policy by providing efficient connectivity in regional and interstate freight movements due to its access to Interstates 75 and 675, as well as U.S. Highway 23 and Georgia Highway 138. ARC noted that, per the applicant’s Traffic Impact Study, the streets serving the proposed development need to have adequate paving to serve the many heavy trucks, and that pavement cracking and stress are evident on some nearby roadways. The “heavy vehicle staging plan” from the Study should be more clearly indicated on the site plan to show how the prevention of queueing by heavy trucks onto the surrounding streets would be minimized. Also, a functional and safe pedestrian circulation plan should be provided to serve the internal site circulation needs of the project’s employees.

ARC made other DRI comments. It encouraged the developer to provide various forms of green infrastructure in parking and driveway areas. Due to the property’s location within the Little Cotton Indian Creek small water supply watershed, which is a public water supply source for Clayton County, thus the proposed development must meet certain stream buffer/setback, impervious cover, and other requirements. Compliance with other City and State regulations pertaining to watershed protection, stream buffers, and storm water/water quality should be pursued.

ANALYSIS OF REQUEST (Sec. 12.02.09.C.2):

CRITERION #1: Consistency with the Comprehensive Plan.

The proposed rezoning of the subject property from ‘C-3’ to ‘M-1’ would not be compatible with the Stockbridge Comprehensive Plan because the requested M-1 zoning district is not allowed within the property’s future land use designation of ‘Low-Density Vertical Mixed-Used’. For this reason, the applicant has simultaneously filed CP-2021-01 to request a comprehensive plan amendment to change the property’s land use designation to ‘Light Industrial’. The merits of CP-2021-01, which is to be considered simultaneously during they the Planning Commission and City Council meetings, comprises a separate staff report.

CRITERION #2: The relation that the proposed rezoning amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of the City of Stockbridge Zoning Code.

Section 2.01.040 of the Stockbridge Zoning Code identifies its purpose and intent, as is described below. We have comments about several of the listed items, which follow.

2.01.040 - Purpose and intent.

The purpose and intent of the Zoning Code is to:

- A. Promote the health, safety, aesthetics, convenience, order, prosperity and the general welfare of the present and future residents of the city of Stockbridge;
- B. Minimize congestion on the public streets;
- C. Advance traffic safety;
- D. Secure safety from fire, flood and other dangers;
- E. Provide adequate light and air;
- F. Prevent the overcrowding of land, avoiding both undue concentration of population and urban sprawl;
- G. Facilitate the adequate provision of transportation, water, sewerage collection, schools, parks and other public requirements;
- H. Protect property against blight and depreciation;
- I. Encourage the most appropriate use of land, buildings, and other structures throughout the city;
- J. Ensure economy in government expenditures for infrastructure; and
- K. Preserve natural resources.

(Ord. No. OR16-412, § 2(Exh. A, § 1.04.00), 7-26-2016)

~ **Purpose and Intent Item 'A': Promotion of Prosperity and General Welfare of City Residents**

—The proposed project is not anticipated to promote the prosperity and general welfare of the adjacent, well-established Northbridge Crossing residential development. The project's office and warehouse uses would be incompatible with the residential neighborhood. Although an M-1 district borders the subject property to the southeast, comprising the existing Drivetime automotive refurbishing establishment, its presence does not justify rezoning the subject property to M-1. The Drivetime establishment existed several years before the Northbridge Crossing property was rezoned, and before any homes were constructed. Maintaining the character and stability of the existing residential neighborhood, and protecting the existing residents, are paramount.

~ **Purpose and Intent Item 'B': Minimize Congestion on the Public Streets**

--The proposed project is anticipated to generate significant traffic volumes on Davidson Parkway, including large tractor-trailer trucks, which would be utilizing these streets at all hours of the day and night. Such traffic would be disruptive to residents' personal vehicles.

~ **Purpose and Intent Item 'C': Advance Traffic Safety**

--The tractor-trailer trucks from the proposed development would utilize Davidson Parkway in close proximity to Walter Way, where the clubhouse and community pool for the adjacent Northbridge Crossing residential development are located. This could present safety hazards to adults and children who are walking and playing in the vicinity.

~ **Purpose and Intent Item 'F': Prevent the Overcrowding of Land**

--Although no information has been provided about the projected number of employees who would

work at the Davidson Parkway Commerce Center, the proposed large parking lot, with 761 regular parking spaces, 73 loading (trailer) spaces, and 20 accessible spaces, indicates a significant concentration of population on the property.

~ **Purpose and Intent Item ‘G’: Facilitate the Adequate Provision of Transportation—**

The subject property is landlocked, having no access from the west (adjacent to I-675) or south (lack of any existing streets). Thus, all project trucks would be required to utilize the one main driveway off Davidson Parkway. In addition, Davidson Parkway and Walter Way are collector and minor streets, respectively, and they would be subjected to handling a huge traffic increase, including commercial trucks and employees’ vehicles. Highway 138, as well, would receive a huge influx of traffic at all hours of the day and night. GRTA found that the proposed project would be in the best interest of the State; thus it would approve the needed transportation improvements to serve the proposed project. However, whether such funds would actually be available is questionable, and without the needed improvements, the transportation impacts could be adverse. In addition, whether trucks from the project could be prevented from travelling east on Davidson Parkway and utilizing North Henry Boulevard cannot be assured at this time.

~ **Purpose and Intent Item ‘H’: Protect Property Against Blight and Deterioration--**In

general, the presence of industrial uses adjacent to residential uses is not desirable. Residents of the adjacent Northbridge Crossing residential development are likely to perceive that their property values would decline significantly.

~ **Purpose and Intent Item ‘I’: Encourage the Most Appropriate Use of Land—**Due to the

property’s current zoning of C-3, its most appropriate uses would be a continuation of motel and restaurant uses that are found along Davidson Parkway to the north, within Clayton County, where they could serve the traveling public off Highway 138. Additional appropriate uses would be the types of commercial uses which were proposed by the Reeves Creek DRI.

CRITERION #3: Potential positive effects of the rezoning amendment on the character of the proposed zoning district, a particular piece of property, neighborhood, a particular area, or community.

The proposed Davidson Parkway Commerce Center development could potentially have several benefits, as are listed below; although they would need to be weighed against the project’s likely detrimental impacts on the surrounding neighborhood.

1. The completed project would represent a major employment center, bringing new jobs and revenues to the City of Stockbridge and the surrounding community. However, the City’s adopted LCI Study included an “I-75 Activity Center Concept Plan”, which envisioned the subject property as including very different types of uses (Class A office space, hotels, retail, multifamily, and senior housing) than what the applicant proposes to build.

2. For passing motorists along Interstates 75 and 675 North, the project would serve as a visual gateway into the City.
3. The requested M-1 district would be located next to an existing M-1 district at the southeast corner of the subject property, where the Drivetime establishment is present. But Drivetime existed several years before the Northbridge Crossing residential development was constructed. Residents of the neighborhood already are having to endure the adverse effects of its presence—visual blight, noise, and trucks transporting stacked cars. Therefore, the presence of an adjacent M-1 district is not sufficient justification for granting the requested M-1 rezoning of the subject property.

CRITERION #4: The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.

The subject property is physically conducive to the proposed development. Due to the presence of Reeves Creek, the required buffers would need to be provided and maintained. The site plan identifies the locations of these buffers.

While the subject property is physically located adjacent to Interstates 75 and 675, there would be no direct access from the Interstates to the property. In fact, trucks exiting I-675 onto Highway 138 would need to drive over one mile to reach the site.

However, since the property is landlocked, it is not a good location for the large number of trucks that would serve the proposed project. Aside from the indicated emergency access driveway, the project would have only one access point, and all trucks would be required to funnel through it on a daily basis. The site plan does indicate a “Future 60’ R/W” as an extension of the project’s driveway, which could potentially connect with a new road to the south in unincorporated Henry County. But there are no current plans to provide this extension.

CRITERION #5: The impact upon adjacent property owners should the request be granted.

As an industrial use, the proposed project would be incompatible with the existing residential uses bordering and across from the subject property. In particular, the inclusion of many “trailer parking” spaces on the site plan suggests that large, 18-wheel trucks rather than small delivery trucks would be used. The applicant has not determined who the tenants of any of the building would be, and therefore cannot determine the volume or type of truck traffic that would be created as a result of the proposed development. Having such a large fleet of trailer trucks traversing the Northbridge Crossing neighborhood at all hours of the day and night would be disruptive to the tranquility of the existing residences, and particularly to the ability of the homeowners to enjoy their clubhouse and pool, which are located directly across Walter Way from the subject property. The residents already must endure the presence of large trucks in their neighborhood from the Drivetime establishment, thus it would not be desirable to add significantly more large trucks to their neighborhood.

To reduce the impacts of the existing Drivetime truck traffic on the Northbridge Crossing residential neighborhood, it would be desirable if Drivetime's trucks could be rerouted to travel through the subject property via a connecting driveway between the two properties. Therefore, the applicant should contact Drivetime officials to try to arrange for such a connection to be made.

CRITERION #6: The potential impact of the rezoning on City infrastructure including water and sewage system.

The applicant has submitted a letter from the City's Public Works Department, dated May 27, 2021, which states that water and sewer service are "available" for the proposed Davidson Parkway Commerce Center.

CRITERION #7: The impact of the proposed amendment on adjacent thoroughfares and pedestrian and vehicular circulation and traffic volumes.

The Amended Site Plan shows that a nature trail would be constructed adjacent to the project driveway, for use by pedestrians. This location is likely to be hazardous to pedestrians as they walk next to the trailer trucks which are using the driveway. The nature trail should be moved away from the driveway and closer to the creek and buffer areas. ARC noted the importance of having an effective pedestrian circulation plan.

Although the applicant's Traffic Impact Study stated that many of the intersections within the vicinity would operate at Levels of Service 'E' and 'F' as a result of the buildout of the proposed project, "no improvements" were needed to mitigate the traffic impacts of the project on these intersections. Such a conclusion does not seem to be reasonable. The Study's recommendation that "consideration" be made to making modifications to the signal timing, and to widening Highway 138/Lake Spivey Parkway to six lanes, suggests that the traffic impacts of the proposed project would be significant enough to justify implementing such improvements. Other deficiencies of the Study include its lack of sufficient information about trucking operations (hours and frequency of operation) and possible hazards to pedestrian safety from the sheer number of trucks.

GRTA's Notice of Decision stated that the proposed Davidson Parkway Commerce Center was approved subject to conditions that it identified in its Attachment A, as are listed below; and subject to the limitations of its Attachment B, which would allow the expenditure of state and federal funds for needed traffic and transportation improvements as long as the conditions from Attachment A were met. GRTA's approval would also be required for the expenditure of state and federal funds to extend the project's driveway southward.

GRTA's Conditions of Approval:

- Provide sidewalks along the development's frontage on Davidson Parkway.
- Install a crosswalk at the driveway entrance on Davidson Parkway.
- Install pedestrian infrastructure within the site along the project driveway.

-
- Install signage to restrict trucks on Davidson Parkway between Walter Way and North Henry Boulevard.

The impacts of the proposed development on the Clayton County portion of Davidson Parkway were not determined from either the applicant's Traffic Impact Study nor the DRI reviews. Such potential impacts are listed below. Although this area lies outside of the Stockbridge City Limits, such impacts should be studied to determine whether any additional improvements need to be made.

Other Potential Impacts to Examine:

- Whether the northern section of Davidson Parkway needs to be widened to four lanes to accommodate the development's large traffic volumes.
- Whether the curves in the northern section of Davidson Parkway would present driving difficulties for the tractor-trailer trucks.
- Whether the heavy truck volumes on the northern section of Davidson Parkway would present conflicts with customer traffic at the driveways of the adjacent businesses.

Criterion #8: The merits of the requested change in zoning relative to any other guidelines and policies for development, which the Planning Commission and City Council may use in furthering the objective of the comprehensive plan.

This Staff Report has demonstrated that the proposed rezoning and Comprehensive Plan Amendment would not be compatible with the adjacent Northbridge Crossing residential development, and that it may be detrimental to the safety and well-being of its nearby residents. Further, the proposed development would be very different from the commercial uses that were envisioned and planned by the Northbridge Crossing rezoning, Development Agreement, and DRI; as well as the intent of the more recent Reeves Creek DRI.

Nevertheless, if the Stockbridge Mayor and City Council decide to approve RZ-2021-01, the requested rezoning of the property, as well as the subsequent acquisition of development permits from the City, would be subject to the following restrictions from the Zoning Code:

12.12.003 *Expiration of Approvals.*

A. Amendment of the Official Zoning Map (Rezoning).

1. After an approval has been granted for an amendment to the official zoning map to create or extend any zoning district, the applicant, agent or property owner has eighteen (18) months in which to make substantial progress in developing the property.
2. Substantial progress shall mean the point of construction at which time the first inspection is carried out.
3. If no substantial construction or alteration of the property or other affirmative action to develop the property has occurred within eighteen (18) months of the granting of an application for rezoning, the zoning advisory board may review the situation and report its findings with recommendations to mayor and council. The council may change the

zoning category to its prior or other appropriate zoning district classification at a public hearing.

Criterion #9: The ability of the subject land to be developed as it is presently zoned.

The subject property could be developed as commercial uses under its current C-3 zoning classification. Such uses could include a continuation of the motels and restaurants which exist along the northern portion of Davidson Parkway in Clayton County; other commercial

uses which were recommended by the original Northbridge Crossing development; and commercial uses which were planned as part of the Reeves Creek DRI development (including restaurants, hotels, medical facilities, and a convention center). The City may consider allowing the requested rezoning and proposed development to proceed versus the merits of denying this request and instead allowing, and perhaps encouraging, the subject property to be developed with uses that are permitted under the existing C-3 zoning classification. Three reasons support this idea:

1. Absence of Tractor-Trailer Trucks--Although the types of commercial uses that are permitted under C-3 zoning, including those which were planned under the Northbridge Crossing DRI and the Reeves Creek DRI, may generate substantial customer traffic, this may be viewed more favorably than the significant number of tractor-trailer trucks which would serve the proposed development at all hours of the day and night.
2. Provision of Services to the General Public--Many commercial uses which may be developed under C-3 zoning could provide valuable services to the general public, as were planned under the Northbridge Crossing DRI and the Reeves Creek DRI; whereas the proposed development would mainly serve the internal needs of the businesses who would locate there.
3. Scarcity of Large, Undeveloped Tracts of Land--The subject property is one of the few remaining large tracts of land which exist in the City, and it represents a unique opportunity to provide major services and facilities to benefit the general public, which may not be possible elsewhere in the City.

RECOMMENDATIONS

The Planning and Zoning Staff recommends the **DENIAL of the rezoning** of the subject property from 'C-3' to the requested 'M-1' zoning district classification.

However, if the Stockbridge City Council decides to approve these applications, such approvals should be contingent upon the developer meeting the **ZONING CONDITIONS** that are listed below. Where these conditions conflict with the stipulations and offerings that are contained within the applicant's Letter of Intent, these conditions shall supersede unless specifically stipulated by the Mayor and Council.

1. **Regarding the future land use designation—**The approval of this rezoning request shall be contingent upon the future land use designation of the subject property being changed from its current ‘Low-Density Vertical Mixed-Use’ designation to the ‘Light Industrial’ designation to allow for the rezoning of the property to M-1. This shall be done via the approval of the applicant’s requested Comprehensive Plan Amendment, which comprises Case #CP-2021-01.
2. **Regarding the recombination of parcels:**
 - a. If the applicant wishes to rezone the subject property for the express purpose of developing the proposed Davidson Parkway Commerce Center, then the requested rezoning of the property shall be contingent upon, and not be completed until, the recombination of the property’s two parcels into one parcel is approved by the Planning Commission and a new plat of the property is officially recorded at the Henry County Superior Court Real Estate Division Office.
 - b. If the applicant wishes to rezone each of the two parcels individually without combining them, then no recombination plat application is required; however, the proposed development may NOT occur.
3. **Regarding a connecting access for the Drivetime establishment—**The applicant shall collaborate with the Drivetime owners to consider rerouting vehicular traffic out of, and away from, the Northbridge Crossing residential neighborhood by means of a connecting driveway through the subject property, if such a connection is feasible with regard to topography and other physical property conditions. If such a connection is possible and agreed-upon, then its location shall be shown on a modified version of the site plan.
4. **Regarding the site plan –** The applicant submitted an “Amended Site Plan”, which was titled “Davidson Parkway Commerce Center; DRI 3309” and prepared by Eberly & Associates on July 19, 2021. However, the proposed development shall occur according to a new but similar site plan which makes the following minor modifications:
 - a. **Nature Trail--**Relocation of the “nature trail” away from the project driveway and to an acceptable location near the creek and buffer areas on the eastern side of the subject property. If this is not possible, then an acceptable physical barrier shall be constructed between the nature trail and the project driveway to protect pedestrians from trailer trucks using the driveway.
 - b. **Truck Staging—**Indication on the site plan, as was noted by ARC, of an acceptable truck staging plan to prevent the queuing of heavy trucks on surrounding streets.
5. **Regarding landscape design—**The developer shall submit an acceptable landscape design plan for the proposed development during the plan review process for a land disturbance permit.
6. **Regarding buffering—**The developer shall meet all City, County, State, and federal

requirements pertaining to the provision of sufficient buffers and related environmental protections in connection with the existing streams on the subject property.

7. Regarding architectural design:

- a. The proposed buildings shall have such design and exterior building materials to give them the appearance of office buildings.
- b. All warehouse areas and truck bays shall be adequately screened.

8. Regarding transportation improvements—The developer shall meet all of the requirements that are specified in GRTA’s attached Notice of Decision for DRI #3309, dated August 9, 2021, which includes its “Attachment A--General Conditions”, “Attachment B--Required Elements of the DRI Plan of Development”, and “Attachment C--Required Improvements to Serve the DRI.”

9. Regarding procedural matters:

- a. The applicant or developer shall submit a recombination plat application for review and approval by the Planning Commission after the rezoning of the property is approved.
- b. After a recombination plat application has been approved by the Planning Commission, it shall be recorded with the Henry County Superior Court and a copy shall be provided to the City before the City may issue any land disturbance or building permits for the proposed development.
- c. In compliance with Section 12.12.016(6) of the Stockbridge Zoning Code (“Applications Subject to Mayor and Council Action”), any proposed modifications to the conditions of an approved rezoning “shall be reviewed and decisions rendered by the mayor and council.” For such purpose, the applicant/developer shall submit a “zoning modification application” to the City’s Planning and Zoning Staff.
- d. In compliance with Section 12.12.003(A) of the Stockbridge Zoning Code (“Expiration of Approvals”), the zoning classification of the property may revert back to ‘C-3’, or to some other zoning classification after a period of eighteen (18) months, if the Mayor and City Council chooses, if “substantial progress” has not been achieved in the construction of the proposed development, whereby the first inspection is carried out.

**City of Stockbridge Planning and Zoning Staff
RECOMMENDATION:**

DENIAL

**City of Stockbridge Planning Commission
RECOMMENDATION:**

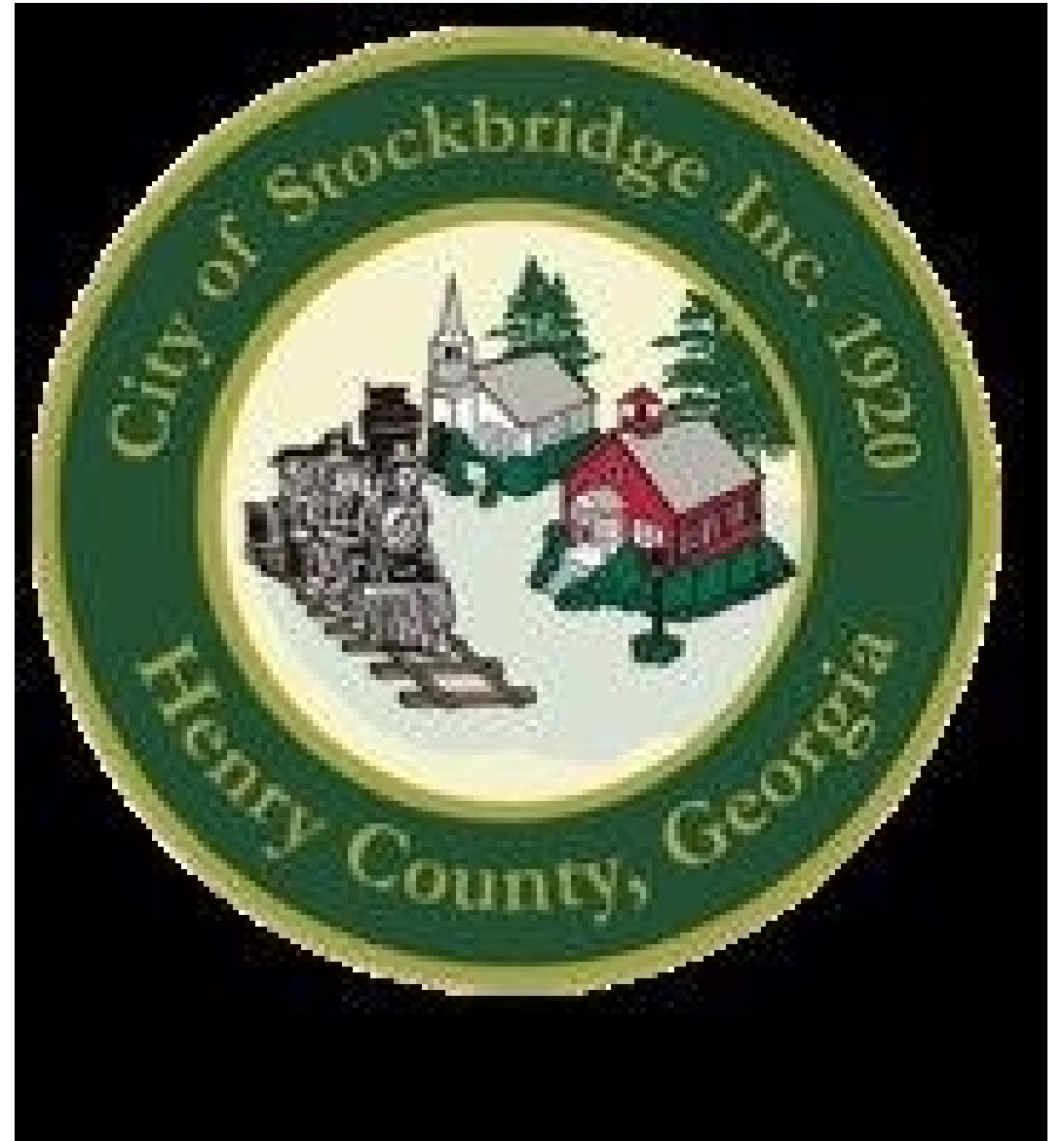
DENIAL (3-2 VOTE)

**City of Stockbridge Mayor and Council:
ACTION on 10/11/21:
Deferred, per Applicant's request**

ACTION on 11/08/21:

Comprehensive Plan
Amendment
Presentation
For Proposed “Davidson
Parkway Commerce Center”
At
Davidson Parkway
And Walter Way

Public Hearing Dates:
Planning Commission –
September 23, 2021
Mayor and City Council –
October 11, 2021



CASE FACTS

APPLICANT: EastGroup Properties, L.P. (represented by Battle Law, P.C. (c/o Michele Battle)

PROPERTY LOCATION: Located in Northwest Stockbridge, south side of Davidson Parkway and west side of Walter Way; in Land Lot 57 of District 12.

PARCEL INFORMATION:

- Parcel #030-01009006--Small parcel off Davidson Parkway. Contains approximately 1.66 acres.
- Parcel #030-01009000—Large parcel off Walter Way; Contains approximately 73.88 acres, including about 10.5 acres of “restricted-use commercial” due to the presence of Reeves Creek and required buffers.

NOTE: The applicant requests that a third parcel (which was advertised), Parcel #030-01009005 with 3.63 acres off Walter Way, be removed from further consideration.

LOT SIZE/ACRES: 75.54 acres within two parcels.

COMPREHENSIVE PLAN AMENDMENT REQUEST: Change the property’s future land use designation from ‘Low-Density Vertical Mixed-Use’ to ‘Light Industrial’ to allow the rezoning of the property from ‘C-3’ (Heavy Commercial) to ‘M-1’ (Light Industrial’).

CASE FACTS (CONT.)

EXISTING USES: Vacant land that is fairly level and mostly wooded; Reeves Creek traverses the eastern side the property.

ZONING: 'C-3' (Heavy Commercial District) for all three parcels.

PROPOSED PROJECT: Development of a “business distribution center” comprising five buildings with office and warehouse uses, having a total building space of 695,860 square feet.

FUTURE LAND USE DESIGNATION: Low-Density Vertical Mixed-Use. This designation does not allow the proposed M-1 zoning district. It needs to be changed to Light Industrial.

COMMUNITIY MEETINGS HELD BY THE AGENT (2): August 18, 2021 and September 15, 2021.

SIGNS POSTED: September 2, 2021.

AERIAL PHOTO OF SUBJECT PROPERTY

 **qPublic.net™** Henry County, GA



Overview



Legend

- Parcels
- Roads

Parcel ID	030-01009000	Class	C	Owner	GDC IGA 6 LP	Land Value:	\$1,051,370	Last 2 Sales		
Property Address	5755 DUPREE DR	Acreage	73.88	Address	STE 130	Building Value:	\$0	Date	Price	Reason Qual
District	City/Stockbridge				ATLANTA GA 30327	Misc Value:	\$0	2/26/2018	\$1,126,655	OTHER U
						Total Value:	\$1,051,374	4/1/2014	\$2,500,000	D UND U
										POWR

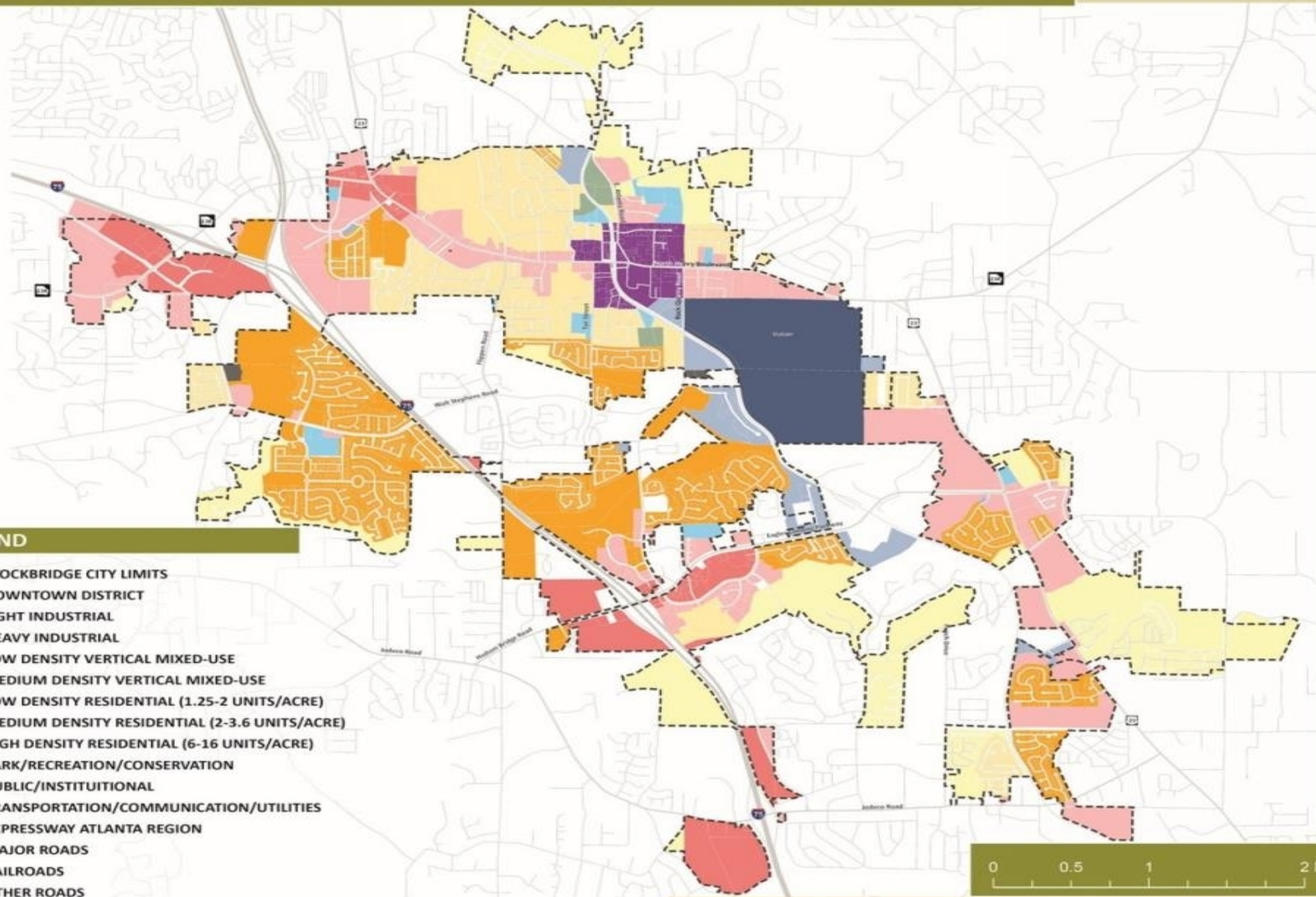
Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/10/2021

Last Data Uploaded: 9/10/2021 3:49:33 AM

Developed by  **Schneider**
GEOSPATIAL

STOCKBRIDGE FUTURE LAND USE MAP



LEGEND

- STOCKBRIDGE CITY LIMITS
- DOWNTOWN DISTRICT
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL
- LOW DENSITY VERTICAL MIXED-USE
- MEDIUM DENSITY VERTICAL MIXED-USE
- LOW DENSITY RESIDENTIAL (1.25-2 UNITS/ACRE)
- MEDIUM DENSITY RESIDENTIAL (2-3.6 UNITS/ACRE)
- HIGH DENSITY RESIDENTIAL (6-16 UNITS/ACRE)
- PARK/RECREATION/CONSERVATION
- PUBLIC/INSTITUTIONAL
- TRANSPORTATION/COMMUNICATION/UTILITIES
- EXPRESSWAY ATLANTA REGION
- MAJOR ROADS
- RAILROADS
- OTHER ROADS



POND

**Future Land Use Map of
Parcel #030-01009000, Parcel #030-01009006, Parcel #030-01009005**



SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
1	Within Clayton County	N/A
2	Vacant Land	C-2 (General Commercial)
3	Automobile refurbishing business (Drivetime)	M-1 (Light Manufacturing)
4	Henry County	N/A
5	Northbridge Crossing Development – Single-Family Detached Residential Dwellings	RM2- (Multifamily Residential Townhomes)
6	Interstates 75 & 675	N/A



Zoning Map of
Parcel #030-01009000, Parcel #030-01009006, Parcel #030-01009005

#1

#2

#5

#6

#3

#4



Zoning Districts

- C-1 (Neighborhood Commercial District)
- C-2 (General Commercial District)
- C-3 (Heavy Commercial District)
- M-1 (Light Manufacturing District)
- M-2 (Heavy Manufacturing District)
- MUND (Mixed-Use Neighborhood Development District)
- O-I (Office-Institutional District)
- PD (Planned Development)
- PTD (Planned Town Development)
- R-1 (Single Family Residential District)
- R-2 (Single Family Residential District)
- R-3 (Single Family Residential District)
- R-A (Residential-Agricultural District)
- RD (Residential Duplex District)
- RM (Multifamily Residential District)
- RM2 (Multifamily Townhomes)
- RM3 (Multifamily Condominiums)
- RMH (Mobile or Manufactured Homes)

APPLICANT'S REQUESTS

A. REZONING REQUEST – Rezone property from 'C-3' (Heavy Commercial) to 'M-1' (Light Industrial).

B. DEVELOPMENT OF REGIONAL IMPACT (D.R.I.) REQUEST– Obtain regional reviews from GRTA and ARC due to the large size of the project.

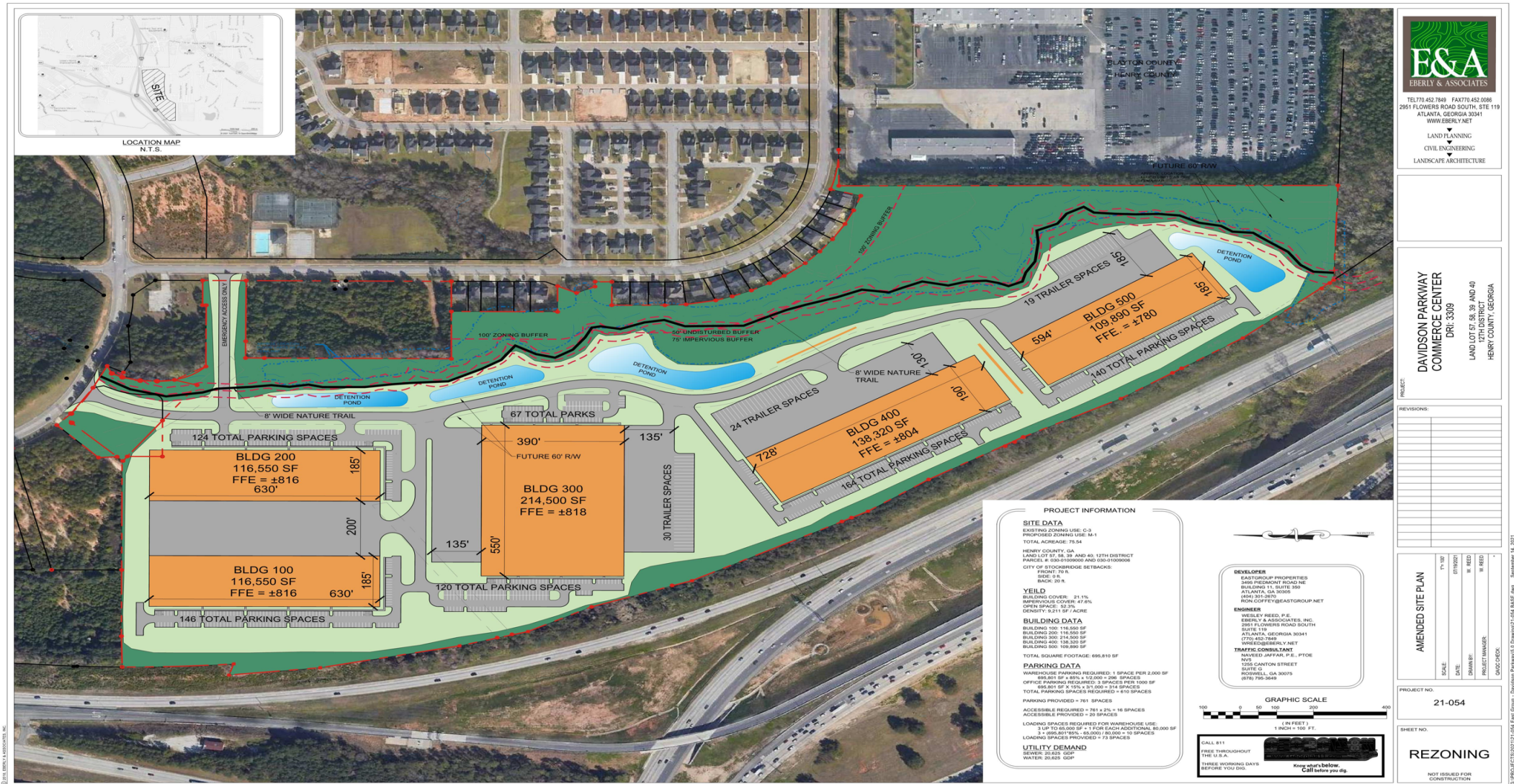
C. COMPREHENSIVE PLAN AMENDMENT REQUEST—Change the property's future land use designation from 'Low-Density Vertical Mixed- Use' to 'Light Industrial'.

~ Importance of a property's future land use designation relative to its zoning classification:

1. A proposed zoning district must be permitted within the property's future land use designation.

2. New developments should promote a better sense of place and preserve valued elements of community character.

PROPOSED SITE PLAN



DEFINITIONS AND PURPOSES

DEFINITIONS OF FUTURE LAND USE DESIGNATIONS:

~ Low-Density Vertical Mixed-Use Land Use Designation--Should mainly serve the residents of the surrounding residential neighborhoods. Future development and redevelopment should maintain the community-oriented feel of these areas

~ Light Industrial Land Use Designation--Is intended for business parks, which incorporate offices along with other uses such as warehouses and light manufacturing operations. Buffers are required adjacent to residential areas.

PURPOSES OF ZONING DISTRICTS:

~ C-3 District Purpose--To provide areas for commercial activities which provide products and services that require locations near major roads and highway, and which provide services that would not be appropriately located in C-1 and C-2 districts.

~ M-1 District Purpose—To provide for light industrial uses, all of which shall be nuisance-free and not generators of hazardous wastes. Such uses shall be located on either arterial or major collector streets, or within industrial parks having access to such thoroughfares.

ANALYSIS OF REQUEST

1. CONSISTENCY WITH THE COMPREHENSIVE PLAN?—No.

2. RELATION TO THE PURPOSE AND INTENT OF THE ZONING CODE:

A. Promote the Prosperity and General Welfare of City Residents?—No.

B. Minimize Congestion on Public Streets?—No.

C. Advance Traffic Safety?—No.

D. Prevent the Overcrowding of Land?—No.

E. Facilitate the Adequate Provision of Transportation?—No.

F. Protect Property Against Blight and Deterioration?—No.

G. Encourage the Most Appropriate Use of Land?—No.

ANALYSIS OF REQUEST (CONT.)

3. SUITABILITY OF SITE'S LOCATION?—Not suitable due to landlocked site and proximity of residential neighborhood.

4. COMPATIBILITY OF LAND USES?—Not compatible with adjacent residential neighborhood.

5. MAINTAINING THE CURRENT ZONING?—The site can be developed with commercial uses under the existing C-3 zoning, whereby:

A. Absence of Tractor-Trailer Trucks—Commercial uses would have fewer large trucks.

B. Provision of Services to the General Public—Commercial uses would benefit the general public, as opposed to the proposed development, which would primarily benefit the prospective tenants.

C. Scarcity of Large, Undeveloped Tracts of Land—Opportunity to develop the site with special commercial uses to benefit the general public.

RECOMMENDATIONS

RECOMMENDATION--The Planning and Zoning Staff recommends the **DENIAL** of the Comprehensive Plan Amendment of the subject property from its existing future land use designation of 'Low-Density Vertical Mixed-Use' to the requested 'Light Industrial' future land use designation. Such a denial can only be made if the applicant's requested rezoning of the property from C-3 (Heavy Commercial) to M-1 (Light Industrial) is also denied since the rezoning of the property cannot occur without the request Comprehensive Plan Amendment.

CONDITIONS OF APPROVAL--However, if the Stockbridge Mayor City Council decides to approve the requested Comprehensive Plan Amendment, such approval shall be conditioned upon the conditions that are listed below.

- 1.** The Comprehensive Plan Amendment shall only be approved if the requested rezoning of the property, per RZ-2021-01, is also approved, simultaneously or prior to the Comprehensive Plan Amendment.
- 2.** Approval of the Comprehensive Plan Amendment shall be contingent upon the developer meeting the Zoning Conditions that are specified for the approval of RZ-2021-01. The zoning conditions pertain to the following:
 - Specifics for carrying out the construction of the development itself.
 - The possibility of creating an access connection for trucks from the Drivetime establishment through the subject property to reduce the amount of truck traffic using Walter Way through the residential neighborhood.
 - Possible modifications to the conditions of an approved rezoning.
 - Expiration of approvals for an approved rezoning.



***COMPREHENSIVE PLAN AMENDMENT FOR THE PROPOSED “DAVIDSON
PARKWAY COMMERCE CENTER”
AT DAVIDSON PARKWAY AND WALTER WAY:
FROM ‘LOW-DENSITY VERTICAL MIXED-USE’ TO ‘LIGHT INDUSTRIAL’***

CASE FACTS:

Applicant:	EastGroup Properties, L.P. (who is also the developer)
Agent:	Battle Law, P.C. (c/o Michele Battle)
Location:	Located in northwest Stockbridge, south side of Davidson Parkway and west side of Walter Way; in Land Lot 57 of District 12.
Parcel ID:	<u>Includes two parcels:</u> • <u>Parcel #030-01009006</u>—Small parcel off Davidson Parkway. Contains approximately 1.66 acres. • <u>Parcel #030-01009000</u>—Large parcel off Walter Way. Contains approximately 73.88 acres, including about 10.5 acres of “restricted-use commercial” due to the presence of Reeves Creek and required buffers. [Note: A third parcel, #030-01009005, was advertised, but the applicant made a request at the Planning Commission meeting on September 23, 2021 that it be removed from consideration.]
Lot Size/ Acres	75.54 total acres (2 parcels)
Request:	Comprehensive Plan Amendment to change the property’s future land use designation from ‘Low-Density Vertical Mixed-Use’ to ‘Light Industrial’ to allow the rezoning of the property from ‘C-3’ (Heavy Commercial) to ‘M-1’ (Light Industrial’).
Proposed Use/ Purpose	Development of a “business distribution center” comprising five buildings with office and warehouse uses, having a total building space of 695,860 square feet.
Existing Land Uses:	Vacant land that is fairly level and mostly wooded. Reeves Creek traverses the eastern side the property.
Zoning History:	<u>Includes the following:</u> • Multiple rezonings for the Northbridge Crossing development. • Northbridge Crossing DRI Review • Rezoning Case #RZ-09-12-S • Development Agreement for Northbridge Crossing

-
- Reeves Creek DRI Review
 - Davidson Parkway Commerce Center DRI Review

Future Land Use Designation: Low-Density Vertical Mixed-Use. This designation does not allow the proposed M-1 zoning district. It needs to be changed to Light Industrial.

Road Access: Via a small parcel off Davidson Parkway. Site traffic would come from and go to Interstate 75, Interstate 675, and Highway 138 via the Clayton County portion of Davidson Parkway to the north. Emergency access would also be available through the small parcel off Walter Way.

Application Received: July 6, 2021. The applicant requested that the application be deferred for one month.

Community Meetings Held By the Applicant (3):

- August 18, 2021
- September 15, 2021
- October 27, 2021

Sign Posted: September 2, 2021. Posted new City Council meeting date on October 22, 2021.

Planning Commission Meeting: September 23, 2021

Council Meeting: November 8, 2021 (deferred from October 11, 2021)

Development Regulations Relevant to Request:

- City of Stockbridge Unified Development Code (including the Zoning Code and the Subdivision Ordinance).
 - All other City Code sections regarding site development standards and requirements.
-

APPLICANT'S REQUESTS

On July 1, 2021, the applicant submitted a rezoning application and two letters of request, as are listed below, to allow for the proposed development on the subject property. All three of the parcels comprising the property, as were identified above, are owned by GDCI GA LP 6 ("GDCI"), and EastGroup Properties is its development partner.

1. Rezoning Case #RZ-2021-01.
2. Comprehensive Plan Amendment Case #CP-2021-01.

3. Development of Regional Impact (DRI) Case #DRI 3309.

This Staff Report will address the requested Comprehensive Plan Amendment only (CP-2021-01). A separate staff report has been prepared for the rezoning case, RZ-2021-01, which also includes a summary of the findings of the DRI Review for DRI #3309. The applicant was also advised that a recombination plat application would also need to be for the purpose of combining the three parcels comprising the subject property into one parcel.

A. Rezoning Request. The applicant requests that the subject property be rezoned from ‘C-3’ (Heavy Commercial) to ‘M-1’ (Light Industrial) to allow for the development of a “business office park” containing five new buildings with a total of 695,860 square feet, according to the Amended Site Plan. The proposed project would be constructed in one phase, with an anticipated buildout by 2024. The applicant’s sample renderings show that the proposed project would have the appearance of an office park, with office uses in the fronts of the buildings and warehouses in the sides and rears.

B. Comprehensive Plan Amendment Request. To facilitate the rezoning and the development of the proposed project, the applicant also simultaneously submitted a Comprehensive Plan Amendment application (CP-2021-01). The purpose of CP-2021-01 is to change the property’s current future land use designation from ‘Low-Density Vertical Mixed-Use’ to ‘Light Industrial’ to allow for the requested M-1 rezoning since M-1 districts are not permitted within the Low-Density Vertical Mixed-Use designation.

C. Development of Regional Impact (DRI) Request. The filing of a DRI application was necessitated due to the proposed large size of the project, which would exceed the Georgia Department of Community Affairs’ (DCA) threshold of 500,000 square feet for wholesale and distribution projects. The City thus submitted an initial DRI application (DRI #3309) and it was transmitted to both the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA) for review.

EXISTING CONDITIONS

A. Property Location. Per the attached “Aerial Photo of Site Vicinity”, the subject property is located in the northwestern area of the City of Stockbridge, near the Clayton County line; about half a mile south of Highway 138 / Lake Spivey Parkway and about half a mile west of North Henry Boulevard. It is bordered by Davidson Parkway to the north, Walter Way to the east, and Interstates 75 and 675 to the south and west. One of the two parcels comprising the subject property is located on the curve of Davidson Parkway, south of the Clayton County line. Trucks servicing the proposed development would access the site by using Davidson Parkway (a collector street) within Clayton County from Highway 138 / Lake Spivey Parkway (a major arterial) as they are en route to and from Interstates 75 and 675.

B. Property Characteristics. The subject property comprised of two parcels, including a small parcel on Davidson Parkway (with about 1.66 acres) and a large parcel on Walter Way (with about 73.88 acres). These parcels are shown on two attached aerial photographs.

Reeves Creek is located near the eastern boundary of the development site, with required buffers. Due to the lack of access to the property from the south and west, the property is viewed as being landlocked. The property is part of the adjacent Northbridge Crossing residential development.

C. Surrounding Land Use and Zoning. The subject property is surrounded by a mixture of land uses and zoning districts, as is indicated by Table 1 below. To the north, along Davidson Parkway within Clayton County, are several commercial uses, including motels, a gas station, a fast food restaurant, a fitness center, and an automotive repair center. To the northeast is some vacant land along Davidson Parkway and Walter Way, which is zoned 'C-2' (General Commercial). To the west and southwest, the subject property is bordered by Interstate 675. To the east is the Northbridge Crossing Subdivision (whose property is zoned 'RM-2' for Multifamily/Townhomes). The subdivision is the predominant land use in the vicinity. Its clubhouse and pool are located across Walter Way from the proposed development site. Bordering the site to the southeast is the Drivetime Automotive Reconditioning Center off Walter Way, which was established in 1997 and whose property is zoned 'M-1'.

TABLE 1:-- SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
Property to the North	Within Clayton County	N/A
Property to the Northeast	Vacant Land	C-2 (General Commercial)
Property to the Southeast	Automobile refurbishing business (Drivetime)	M-1 (Light Manufacturing)
Property to the South	Henry County	N/A
Property to the East	Northbridge Crossing development-- single-family detached residential dwellings	RM-2 (Multifamily Residential-- Townhomes)
Property to the West, Northwest, and Southwest	Interstates 75 and 675	N/A

COMPREHENSIVE PLAN AND FUTURE LAND USE MAP

The City of Stockbridge adopted the City of Stockbridge Comprehensive Plan 2018-2038 as a guide for the future development of the City, and its Land Use Element provides a vision for the development or redevelopment of land in the City over the 20-year period. Other adopted plans may contribute toward the shaping of this vision. The Future Land Use Map, which is part of the Comprehensive Plan, has assigned a "future land use designation" to every parcel within the City. The passage below from Page 39 describes the importance of a property's future land use designation relative to its zoning classification:

On parcels where change is desired or anticipated by the community and the City, . . . should the owner or a developer apply for a change in zoning . . . , only certain types of uses and developments would be considered or supported by city staff Therefore, city planning staff must carefully consider the future land use designation of a property when writing a recommendation for a rezoning Failure to follow the recommendations of the adopted future land use map weakens its significance over time and prevents the community from achieving its desired development pattern. . . .

. GOAL -- To ensure that new developments promote a better sense of place and preserve valued elements of community character.

The attached Future Land Use Map shows that the subject property has a future land use designation of “Low-Density Vertical Mixed-Use.” The Comprehensive Plan provides the description below for this designation. In addition, the list of “compatible districts” includes MUND (Mixed-Use Neighborhood Development), O-I (Office-Institutional), and C-1 (Neighborhood Commercial). The requested M-1 (Light Manufacturing) district is not included.

[Low-Density Vertical Mixed-Use Land Use Designation]

This designation is intended for commercial/retail areas along various corridors and intersections located throughout the City. These areas mainly serve the residents of the surrounding residential neighborhoods. Future development and redevelopment should maintain the community-oriented feel of these areas, with a focus on creating small mixed-use areas combining locally owned retail, low intensity office uses, and apartment/condo/loft uses in two story buildings in a pedestrian friendly environment, allowing nearby residents to safely walk to and within them.

From this description, the proposed development would not be compatible with the future land use designation of the property since it would feature very different types of uses which would be internally-focused rather than serving the residents of the surrounding area. Therefore, a Comprehensive Plan Amendment is required to change the land use designation of the property to “Light Industrial”, which would allow the requested M-1 (Light Manufacturing) rezoning of the property. In addition, the list of “compatible districts” includes M-1, O-I, C-2, and C-3.

[Light Industrial Land Use Designation]

This designation is intended for business parks, which incorporate offices along with other uses such as warehouses, wholesale, research and development, printing businesses, self-storage units, and light manufacturing operations. Buildings should be constructed of a variety of materials such as brick, hardi-plank siding, and stucco. When located adjacent to residential or mixed -use areas, large, landscaped buffers should be required. High Density Residential developments may also serve as a transition between light industrial, low and medium density residential developments, and mixed-use projects.

The 'Light Industrial' would be the appropriate future land use designation for the proposed development since it allows office and warehouse uses.

ZONING DISTRICT COMPARISONS

The applicant proposes to rezone the subject property from its existing 'C-3' (Heavy Commercial) district to the 'M-1' (Light Manufacturing) district. The purposes of the C-3 and M-1 districts are provided below. The property's current C-3 district classification does not allow for the proposed business distribution uses. Further, the C-3 district allows "Other heavy commercial and service activities which are not primarily of an industrial or manufacturing nature . . ."

C-3 District Purpose (from Section 12.02.044 of the Stockbridge Zoning Code):

Provide areas for commercial activities which provide products and services that require locations along major arterial roads, highway intersections, and freeway interchange areas, due to their need to transport and display heavy bulk materials, and generate heavy traffic; and which provide services that would not be appropriately located in areas providing neighborhood or general commercial retail and service activities which are permitted in the C-1 and C-2 districts.

M-1 District Purpose (from Section 12.02.051 of the Stockbridge Zoning Code):

Provide for light industrial uses, all of which shall be nuisance-free and not generators of hazardous wastes. Such uses shall be located on either arterial or major collector streets, or within industrial parks having access to such thoroughfares.

PROPOSED DEVELOPMENT

The proposed buildings comprising the Davidson Parkway Commerce Center would be built on a speculative basis since the actual tenants to occupy them is unknown at this time. Similar projects which the developer has constructed have resulted in office space uses comprising 10 to 15 percent of the total building space, with an average size of 30,000 square feet. The total building space in the Davidson Parkway Commerce Center is anticipated to include about 15 percent in office uses at the fronts or sides of the buildings and about 85 percent in warehouse uses at the rears of the buildings.

Multiple tenants providing business distribution services are expected to locate within the development. Similar projects which the developer has constructed have attracted tenants in the e-commerce, retail, telecommunications, and pharmaceutical industries. No manufacturing or heavy industrial operations would take place. Rather, products and merchandise would be stored and processed in the proposed warehouses, then loaded onto small delivery trucks for distribution. The applicant has stated that the trucks would resemble UPS and FedEx delivery trucks. The businesses would not have typical daytime business hours, but they would operate throughout the day and night.

The attached "Amended Site Plan", which was prepared on July 19, 2021 by Eberly & Associates, shows that the proposed Davidson Parkway Commerce Center would consist of

five buildings having a total of 695,860 square feet. Access would occur off Davidson Parkway, with emergency access from Walter Way. A “nature trail” would be located adjacent to the project driveway. “Trailer” parking spaces and loading areas would be located primarily on the back sides of the buildings. The existing streams would be maintained and buffered on eastern side of the property.

PROJECT IMPACTS

The applicant has submitted a Traffic Impact Study, which was prepared by NV5 Engineers and Consultants on June 18, 2021. The Study projected that the proposed development would generate 1,200 trips per day, which the applicant later revised to 1,158 trips per day. Trucks from the development would be expected to exclusively use Davidson Parkway to and from Highway 138 (Lake Spivey Parkway), which would be used for access to and from Interstates 75 and 675. Trucks would be operating at all hours of the day and night.

GRTA and ARC completed their reviews of DRI #3309 on August 5 and 9, 2021, respectively. In its “Notice of Decision”, GRTA found that the proposed development was in the best interest of the State, and its decision was “approval with conditions” pertaining to the site plan. ARC also made a favorable review in its Regional Review Finding on August 9, 2021, finding that the proposed development would carry out certain regional policies.

ANALYSIS OF REQUEST:

Consistency with the Comprehensive Plan. The requested Comprehensive Plan Amendment of the subject property from its current future land use designation of ‘Low-Density Vertical Mixed-Use’ to ‘Light Industrial’ is necessary because the current designation does not allow M-1 districts, while the Light Industrial designation does.

Relation to the Purpose and Intent of the Zoning Code. In order for the requested Comprehensive Plan Amendment to be justified, the requested rezoning of the property would need to be approved. The Stockbridge Zoning Code identifies several purposes and intents, and some of them are listed below. The proposed Davidson Parkway Commerce Center is not anticipated to carry out those purposes and intents, as is explained below.

~ **Promotion of Prosperity and General Welfare of City Residents—**The proposed project is not anticipated to promote the prosperity and general welfare of the adjacent, well-established Northbridge Crossing residential development. The project’s office and warehouse uses would be incompatible with the residential neighborhood. Although an M-1 district borders the subject property to the southeast, comprising the existing Drivetime automotive refurbishing establishment, its presence does not justify rezoning the subject property to M-1. The Drivetime establishment existed several years before the Northbridge Crossing property was rezoned, and before any homes were constructed. Maintaining the character and stability of the existing residential neighborhood, and protecting the existing residents, are paramount.

-
- ~ Minimize Congestion on the Public Streets--The proposed project is anticipated to generate significant traffic volumes on Davidson Parkway and Walter Way, including large tractor-trailer trucks, which would be utilizing these streets at all hours of the day and night. Such traffic would be disruptive to residents' personal vehicles and the safety of pedestrians.
 - ~ Advance Traffic Safety--The tractor-trailer trucks from the proposed development would utilize Davidson Parkway in close proximity to Walter Way, where the clubhouse and community pool for the adjacent Northbridge Crossing residential development are located. This could present safety hazards to adults and children who are walking and playing in the vicinity. To reduce the impacts of the existing Drivetime truck traffic on the Northbridge Crossing residential neighborhood, it would be desirable if Drivetime's trucks could be rerouted to travel through the subject property via a connecting driveway between the two properties. Therefore, the applicant should contact Drivetime officials to try to arrange for such a connection to be made.
 - ~ Prevent the Overcrowding of Land--Although no information has been provided about the projected number of employees who would work at the Davidson Parkway Commerce Center, the proposed large parking lot, with 761 regular parking spaces, 73 loading (trailer) spaces, and 20 accessible spaces, indicates a significant concentration of population on the property.
 - ~ Facilitate the Adequate Provision of Transportation—The subject property is landlocked, having no access from the west (adjacent to I-675) or south (lack of any existing streets). This means that all project trucks would be required to utilize the one main driveway off Davidson Parkway. In addition, Davidson Parkway and Walter Way are collector and minor streets, respectively, and they would be subjected to handling a huge traffic increase, including commercial trucks and employees' vehicles. Highway 138/Lake Spivey Parkway, as well, would receive a huge influx of traffic at all hours of the day and night. The ability to keep tractor-trailer trucks off of the eastern portion of Davidson Parkway, as the City wishes, is uncertain.
 - ~ Protect Property Against Blight and Deterioration--In general, the presence of industrial uses adjacent to residential uses is not desirable. Residents of the adjacent Northbridge Crossing residential development are likely to perceive that their property values would decline significantly.
 - ~ Encourage the Most Appropriate Use of Land—Due to the property's current zoning of C-3, its most appropriate uses would be a continuation of motel and restaurant uses that are found along Davidson Parkway to the north, within Clayton County, where they could serve the traveling public off Highway 138. Additional appropriate uses would be the types of commercial uses which were proposed by the now-defunct Reeves Creek DRI.

Suitability of the Site's Location. Since the subject property is landlocked, it is not a good location for the large number of trucks that would serve the proposed project. The site plan does indicate the provision of future right-of-way as an extension of the project's driveway, which could potentially connect with a new road to the south in unincorporated Henry County. But there are no current plans to provide this extension.

Compatibility of Land Uses. As an industrial use, the proposed project would be incompatible with the existing residential uses bordering and across from the subject property. In particular, the inclusion of many "trailer parking" spaces on the site plan suggests that large, 18-wheel trucks rather than small delivery trucks would be used. Having such a large fleet of trailer trucks traversing the Northbridge Crossing neighborhood at all hours of the day and night would be disruptive to the tranquility of the existing residences, and particularly to the ability of the homeowners to enjoy their clubhouse and pool, which are located directly across Walter Way from the subject property. As was said above, the residents already must endure the presence of large trucks in their neighborhood from the Drivetime establishment, thus it would not be desirable to add significantly more large trucks to their neighborhood.

This Staff Report has demonstrated that the proposed rezoning and Comprehensive Plan Amendment would not be compatible with the adjacent Northbridge Crossing residential development, and that it may be detrimental to the safety and well-being of its residents. Further, the proposed development would be very different from the commercial uses that were envisioned and planned by the Northbridge Crossing rezoning, Development Agreement, and DRI; as well as the intent of the more recent Reeves Creek DRI.

Maintaining the Current Zoning. The subject property could be developed as commercial uses under its current C-3 zoning classification. Such uses could include a continuation of the motels and restaurants which exist along the northern portion of Davidson Parkway in Clayton County; other commercial uses which were recommended by the original Northbridge Crossing development; and commercial uses which were planned as part of the Reeves Creek DRI development (including restaurants, hotels, medical facilities, and a convention center). The City should carefully consider the wisdom of allowing the requested rezoning and proposed development to proceed versus the merits of denying this request and instead allowing, and perhaps encouraging, the subject property to be developed with uses that are permitted under the existing C-3 zoning classification. Three reasons support this idea:

1. **Absence of Tractor-Trailer Trucks--**Although the types of commercial uses that are permitted under C-3 zoning, including those which were planned under the Northbridge Crossing DRI and the Reeves Creek DRI, may generate substantial customer traffic, this may be viewed more favorably than the significant number of tractor-trailer trucks which would serve the proposed development at all hours of the day and night.
2. **Provision of Services to the General Public--**Many commercial uses which may be developed under C-3 zoning could provide valuable services to the general public, as were planned under the Northbridge Crossing DRI and the Reeves Creek DRI; whereas the

proposed development would mainly serve the internal needs of the businesses who would locate there.

3. Scarcity of Large, Undeveloped Tracts of Land--The subject property is one of the few remaining large tracts of land which exist in the City, and it represents a unique opportunity to provide major services and facilities to benefit the general public, which may not be possible elsewhere in the City.

RECOMMENDATIONS

The Planning and Zoning Staff recommends the **DENIAL** of the Comprehensive Plan Amendment of the subject property from its existing future land use designation of 'Low-Density Vertical Mixed-Use' to the requested 'Light Industrial' future land use designation. Such a denial can only be made if the applicant's requested rezoning of the property from C-3 (Heavy Commercial) to M-1 (Light Industrial) is also denied since the rezoning of the property cannot occur without the request Comprehensive Plan Amendment.

However, if the Stockbridge Mayor City Council decides to approve the requested Comprehensive Plan Amendment, such approval shall be conditioned upon the conditions that are listed below.

1. The Comprehensive Plan Amendment shall only be approved if the requested rezoning of the property, per RZ-2021-01, is also approved, simultaneously or prior to the Comprehensive Plan Amendment.
2. Approval of the Comprehensive Plan Amendment shall be contingent upon the developer meeting the Zoning Conditions that are specified for the approval of RZ-2021-01. The zoning conditions pertain to the following:
 - Specifics for carrying out the construction of the development itself.
 - The possibility of creating an access connection for trucks from the Drivetime establishment through the subject property to reduce the amount of truck traffic using Walter Way through the residential neighborhood.
 - Possible modifications to the conditions of an approved rezoning.
 - Expiration of approvals for an approved rezoning.

**City of Stockbridge Planning and Zoning Staff
RECOMMENDATION:**

DENIAL

**City of Stockbridge Planning Commission
RECOMMENDATION:**

DENIAL (3-2 VOTE)

**City of Stockbridge Mayor and Council:
ACTION on 10/11/21:
Deferred, per the Applicant's request.**

ACTION on 11/08/21:



Overview



Legend

-  Parcels
-  Roads

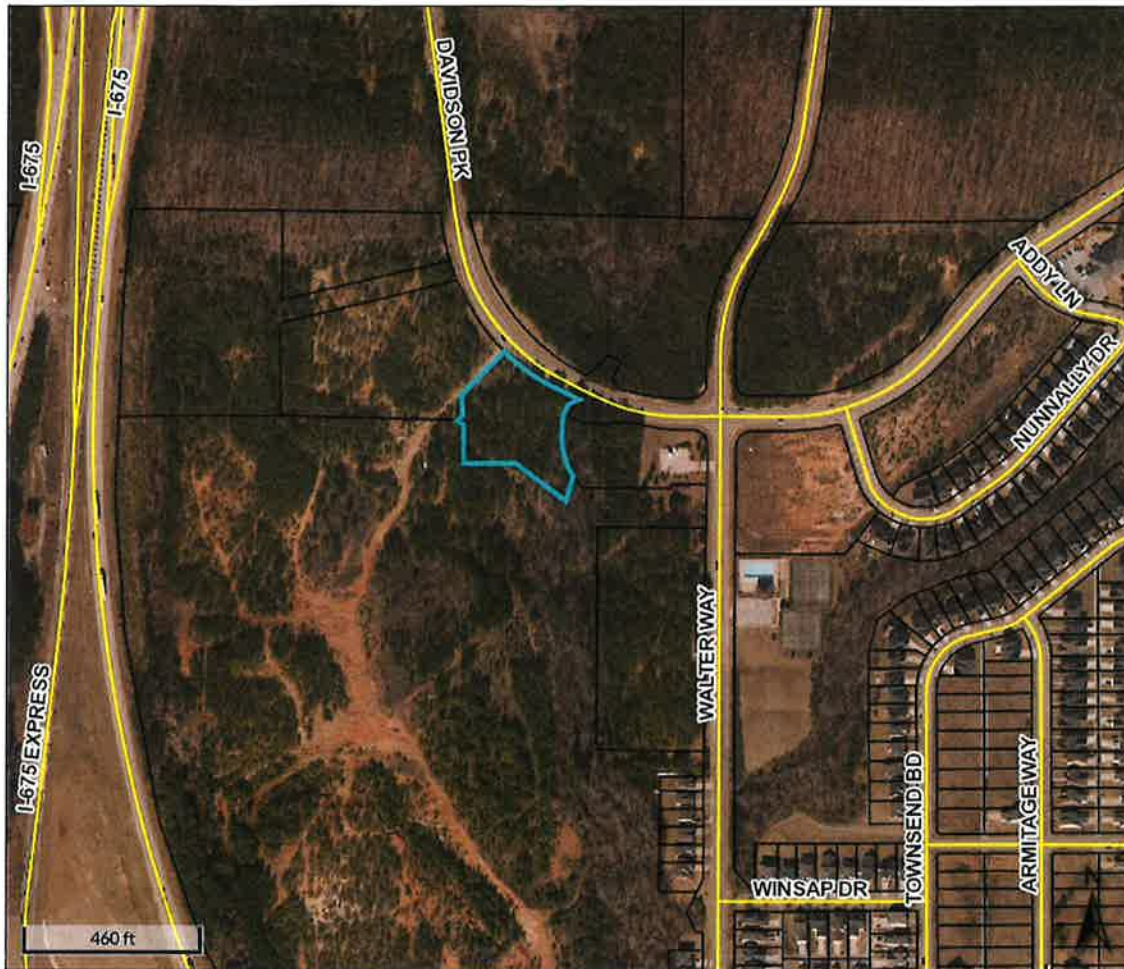
Parcel ID	030-01009000	Class	C	Owner	GDCI GA 6 LP	Land	\$1,051,370			
Property		Acreage	73.88	Address	5755 DUPREE DR	Value:				
Address					STE 130	Building	\$0			
District	City/Stockbridge				ATLANTA GA 30327	Value:	\$0			
							Misc	\$0		
							Value:		4/1/2014	\$2,500,000
							Total			
							Value:	\$1,051,374		
									Last 2 Sales	
									Date	Price
									2/26/2018	\$1,126,655
									OTHER	U
									DUND	U
									POWR	

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/26/2021

Last Data Uploaded: 5/26/2021 1:57:58 AM

Developed by  Schneider
GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads

Parcel ID	030-01009006	Class	C	Owner	GDCI GA 6 LP	Land	Value:	\$23,623				
Property		Acreage	1.66	Address	5755 DUPREE DR	Building	Value:	\$0	Last 2 Sales			
Address					STE 130	Misc	Value:	\$0	Date	Price	Reason	Qual
District	City/Stockbridge				ATLANTA GA 30327	Total	Value:	\$23,623	2/26/2018	\$1,126,655	OTHER	U
						Misc	Value:	\$0	4/23/2014	\$0	CORPORATE	U

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

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Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads

Parcel ID	030-01009000	Class	C	Owner	GDCI GA 6 LP	Land Value:	\$1,051,370	Last 2 Sales		
Property Address	City/Stockbridge	Acreage	73.88	Address	5755 DUPREE DR STE 130 ATLANTA GA 30327	Building Value:	\$0			
District	City/Stockbridge					Misc Value:	\$0	Date	Price	Reason Qual
						Total Value:	\$1,051,374	2/26/2018	\$1,126,655	OTHER U
								4/1/2014	\$2,500,000	D UND U POWR

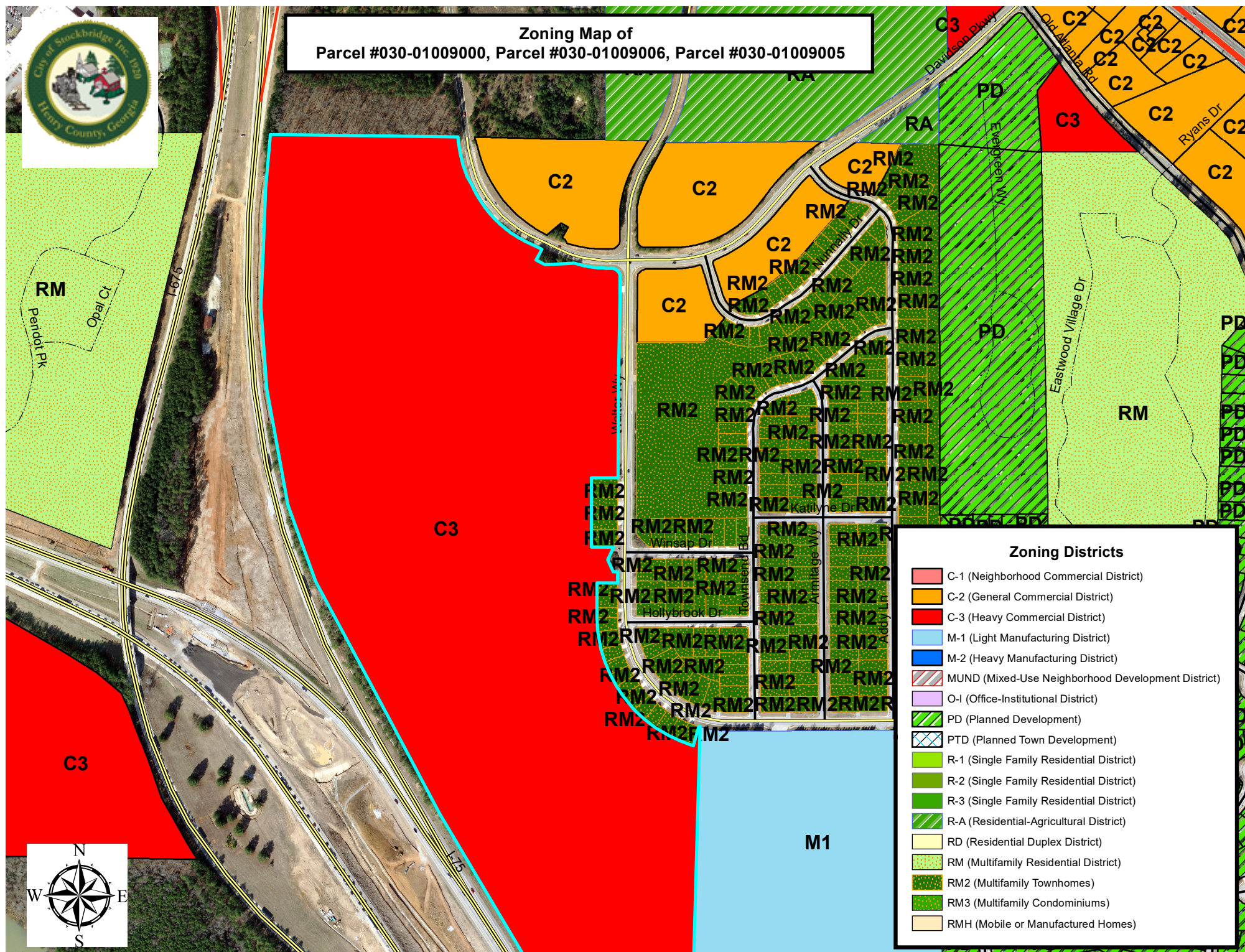
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Developed by  **Schneider**
GEOSPATIAL



Zoning Map of
Parcel #030-01009000, Parcel #030-01009006, Parcel #030-01009005



Zoning Districts

- C-1 (Neighborhood Commercial District)
- C-2 (General Commercial District)
- C-3 (Heavy Commercial District)
- M-1 (Light Manufacturing District)
- M-2 (Heavy Manufacturing District)
- MUND (Mixed-Use Neighborhood Development District)
- O-I (Office-Institutional District)
- PD (Planned Development)
- PTD (Planned Town Development)
- R-1 (Single Family Residential District)
- R-2 (Single Family Residential District)
- R-3 (Single Family Residential District)
- R-A (Residential-Agricultural District)
- RD (Residential Duplex District)
- RM (Multifamily Residential District)
- RM2 (Multifamily Townhomes)
- RM3 (Multifamily Condominiums)
- RMH (Mobile or Manufactured Homes)





**Future Land Use Map of
Parcel #030-01009000, Parcel #030-01009006, Parcel #030-01009005**

Low Density Vertical Mixed Use

Low Density Vertical Mixed Use

Low Density Vertical Mixed Use

Future Land Use Designation

- Downtown District
- Heavy Industrial
- High Density Residential
- Light Industrial
- Low Density Residential
- Low Density Vertical Mixed Use
- Medium Density Residential
- Medium Density Vertical Mixed Use
- Park/Recreation/Conservation
- Public/Institutional
- Transportation/Communication/Utilities



I-75 Activity Center Concept Plan

The I-75 Activity Center has the potential to become a major employment center for the City of Stockbridge and North Henry County. This concept plan shows how that might occur in a way that is consistent with the vision of this plan.

The images at right and below show one option for how the area could accommodate the following long-term development program:

- 1.0-1.5 million sf of Class A office (blue)
- 2 full-service hotels (purple)
- 250,000 - 300,000 sf of retail (red)
- 750-1,000 units of high-quality multifamily (yellow)
- 300-500 units of senior housing or assisted living (turquoise)
- 1,500 housing units (yellow and brown)
- 20-25 acres of park space (green)
- Potential long-term parking decks (white)

Of these uses, big box retail and parking could front I-75, with mixed-uses and offices lining a new north-south roadway connecting to Flippen Road. Housing could occur to the east, where proposed parks and multi-use paths would create a quality residential address. Nearby, the former Manheim Drive Center could become a college.



NORTHBIDGE CROSSING REZONING CONCEPT PLAN

TRACT	SIZE	USE	BUILDING S.F.
A	1.46 AC.	GAS/CONCRETE STORE	3,105 S.F.
B	5.32 AC.	SELF STORAGE	44,000 S.F.
C	4.91 AC.	RESTAURANT	7,688 S.F.
D	7.52 AC.	RESTAURANT	12,000 S.F.
E	3.70 AC.	OFFICE/RETAIL	11,400 S.F.
F	15.27 AC.	OFFICE/RETAIL	24,000 S.F.
G	3.70 AC.	OFFICE/RETAIL	11,400 S.F.
H	4.91 AC.	OFFICE/RETAIL	11,400 S.F.
I	9.18 AC.	OFFICE/RETAIL	36,000 S.F.
J	5.05 AC.	HOTEL	17,501 S.F.
K	4.05 AC.	HOTEL	17,501 S.F.
L	2.12 AC.	HOTEL	10,074 S.F.
M	2.75 AC.	OFFICE/RETAIL	12,000 S.F.
N	1.49 AC.	OFFICE/RETAIL	11,400 S.F.
TOTAL			255,351 S.F.

EXISTING ZONING: C2, RM2, RM3
PROPOSED ZONING: C3

*Hotel trips based on number of rooms. Average hotel on ITE included 120 rooms, so that is assumed for each hotel use
**Trips from on ITE Trip General Manual, 10th Edition + supplement

Total: 7,506 trips per day

Daily Trips
1,948 (conv. market w. punt
67 (mini warehouse)
647 (Quality Restaurant)
1006 (Quality Restaurant)
129 (General Office)
256 (General Office)

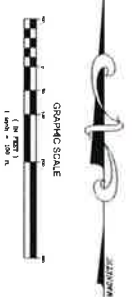
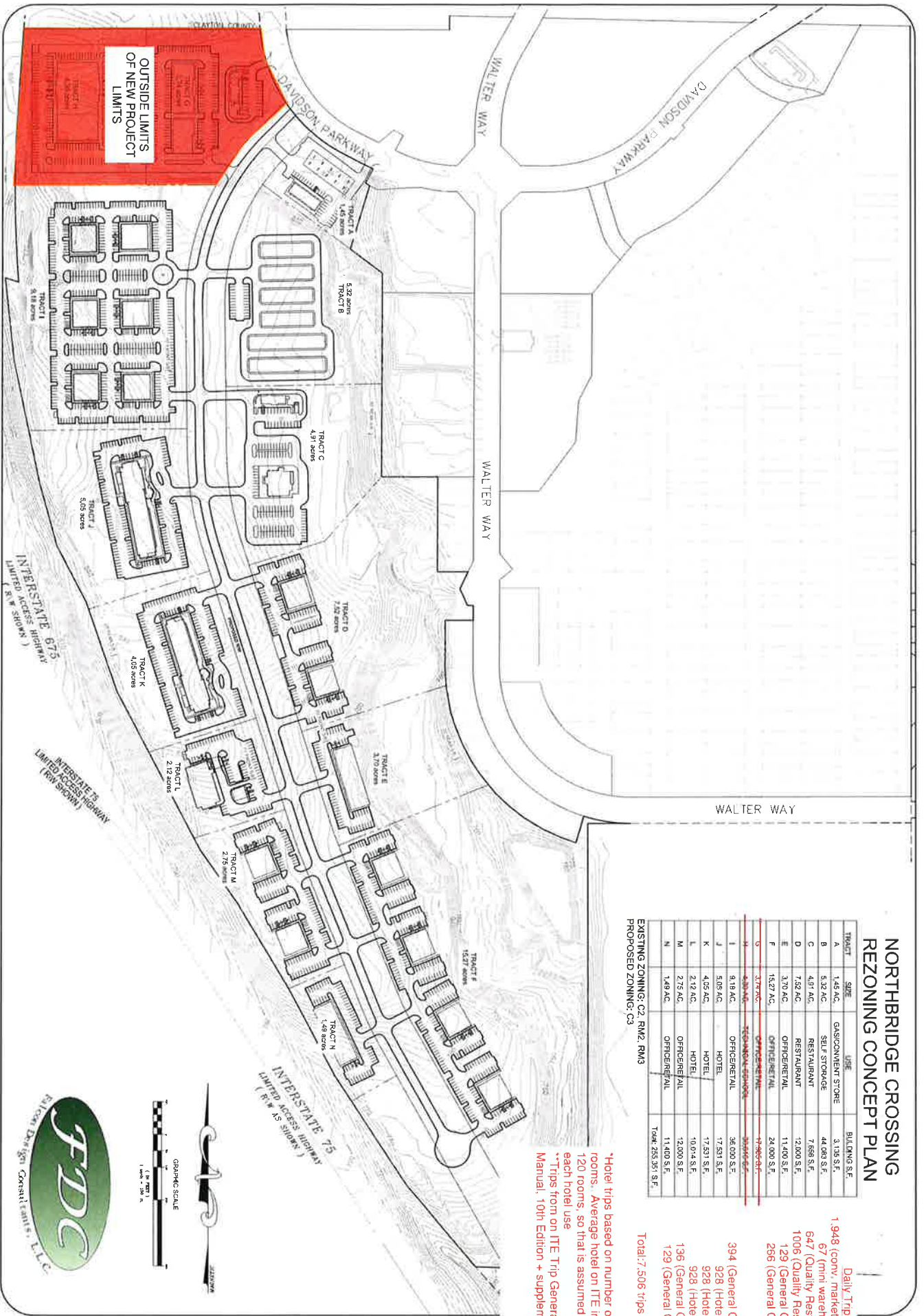
394 (General Office)

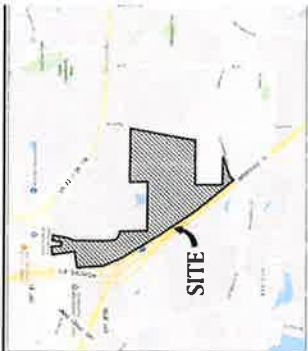
928 (Hotel)

928 (Hotel)

136 (General Office)

129 (General Office)

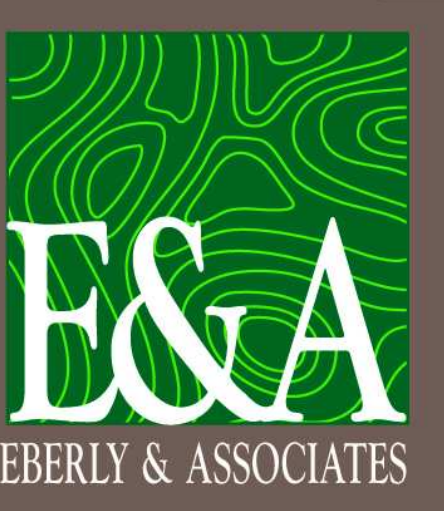
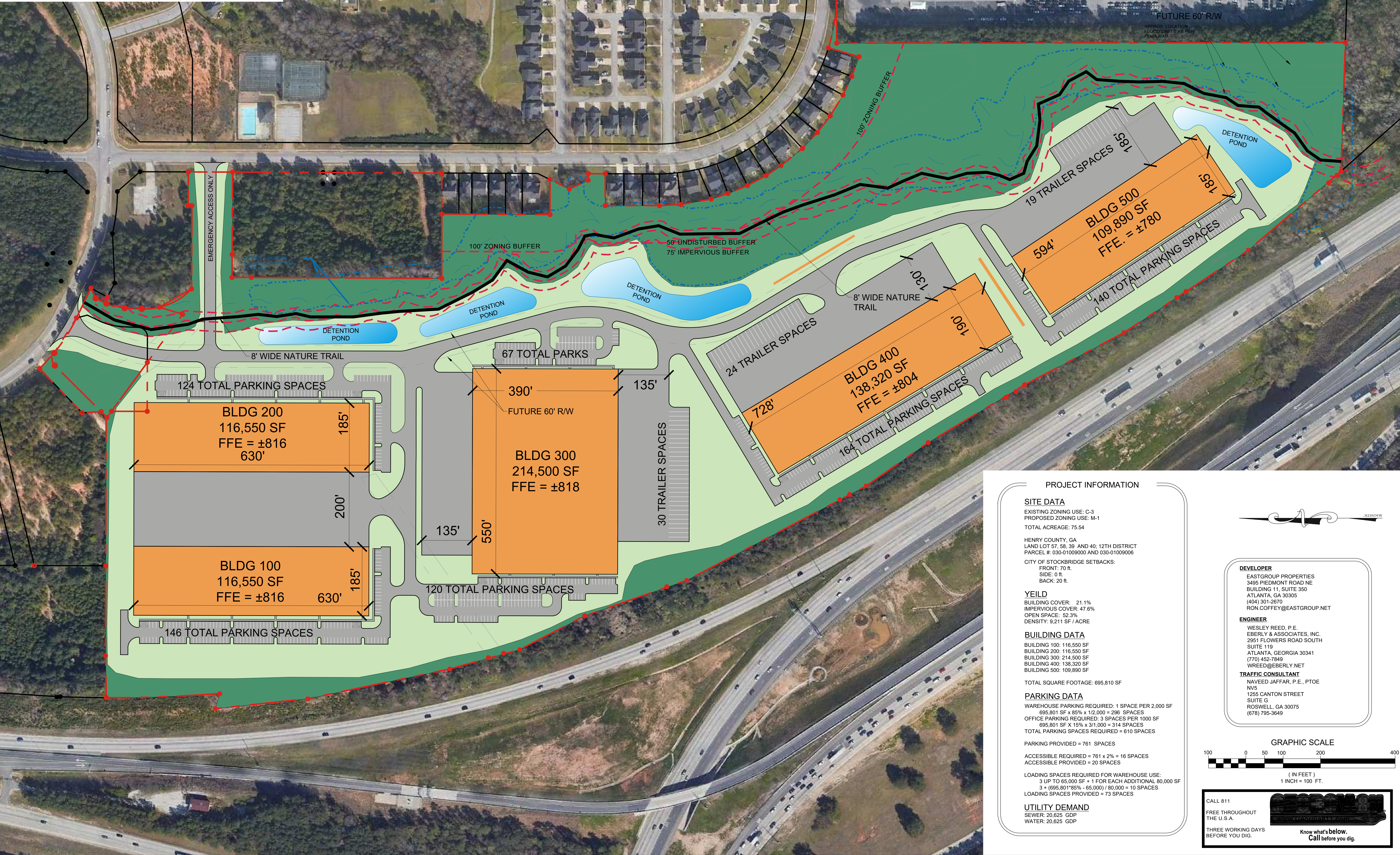
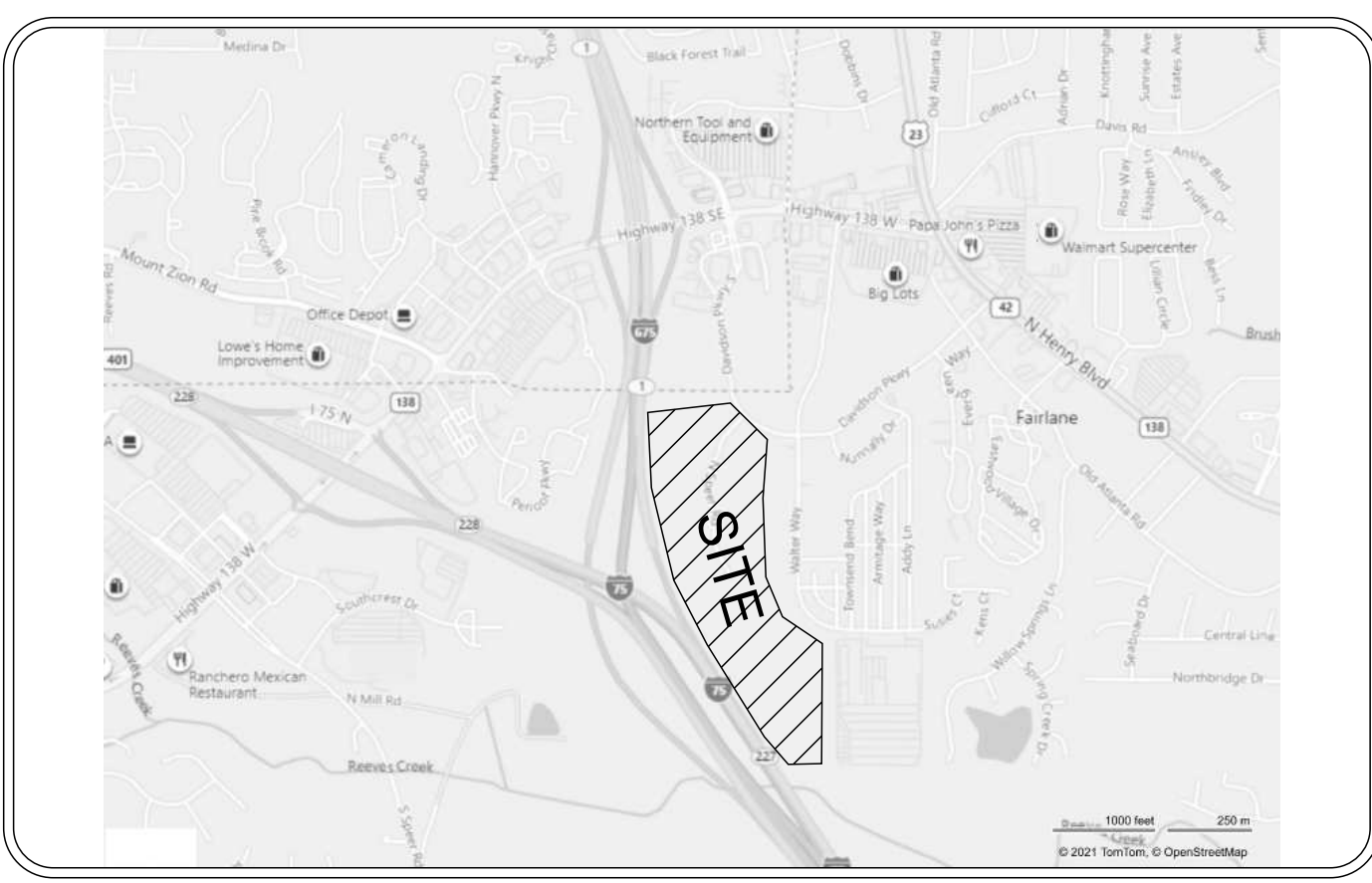


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SITE # AND ANALYSIS - RESIDENTIAL	
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[illegible][illegible]

PAULSON MITCHELL INCORPORATED SITE PLANNER: CONTACT: JOHN WISE LAND PLANNING TRANSPORTATION LANDSCAPE ARCHITECTS RES-A-MALL STREET BURN AND KIMMEL, COLUMBIA, MARYLAND 770.657.8402 www.pmaonline.com	TRAFFIC CONSULTANT: LOWE ENGINEERS CONTACT: OSH FRUIT 901 HAMMOND DR. SUITE 500 ALABAMA 36826 770.657.8402	FOR: FOREST DEVELOPMENT GROUP 14375 BUCKINGHAM CIRCLE SUITE 402-A-17 LAWRENCEVILLE, GA 30043	PROJECT: REEVES CREEK - A HENRY COUNTY MIXED USE PROJECT LAND: LOT 26, 27, 28, 29, 30 40, 47, 48, 50, 12TH DISTRICT HENRY COUNTY, GA 30281	DRI SITE PLAN 	DRI NUMBER: 2991 2018196 DRI.dwg 08.21 EX-1
---	--	---	---	---	--



TEL 770.452.7849 FAX 770.452.0086
2951 FLOWERS ROAD SOUTH, STE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
▼
CIVIL ENGINEERING
▼
LANDSCAPE ARCHITECTURE

DAVIDSON PARKWAY
COMMERCE CENTER
DRI: 3309
LAND LOT 57, 58, 39, AND 40
12TH DISTRICT
HENRY COUNTY, GEORGIA

PROJECT:

REVISIONS:

[illegible]

AMENDED SITE PLAN

SCALE:	1"= 100'
DATE:	07/19/2021
DRAWN BY:	W. REED
PROJECT MANAGER:	W. REED
QA/QC CHECK:	*

PROJECT NO.

21-054

SHEET NO.

REZONING

NOT ISSUED FOR
CONSTRUCTION

PROJECT INFORMATION

SITE DATA

EXISTING ZONING USE: C-3
PROPOSED ZONING USE: M-1
TOTAL ACREAGE: 75.54

HENRY COUNTY, GA
LAND LOT 57, 58, 39 AND 40; 12TH DISTRICT
PARCEL #: 030-01009000 AND 030-01009006

CITY OF STOCKBRIDGE SETBACKS:
FRONT: 70 ft.
SIDE: 0 ft.
BACK: 20 ft.

YEILD

BUILDING COVER: 21.1%
IMPERVIOUS COVER: 47.6%
OPEN SPACE: 52.3%
DENSITY: 9,211 SF / ACRE

BUILDING DATA

BUILDING 100: 116,550 SF
BUILDING 200: 116,550 SF
BUILDING 300: 214,500 SF
BUILDING 400: 138,320 SF
BUILDING 500: 109,890 SF

TOTAL SQUARE FOOTAGE: 695,810 SF

PARKING DATA

WAREHOUSE PARKING REQUIRED: 1 SPACE PER 2,000 SF
 695,801 SF x 85% x 1/2,000 = 296 SPACES
 OFFICE PARKING REQUIRED: 3 SPACES PER 1000 SF
 695,801 SF X 15% x 3/1,000 = 314 SPACES
 TOTAL PARKING SPACES REQUIRED = 610 SPACES

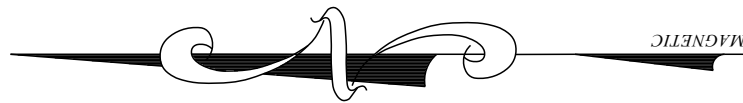
PARKING PROVIDED = 761 SPACES

ACCESSIBLE REQUIRED = $761 \times 2\% = 16$ SPACES
ACCESSIBLE PROVIDED = 20 SPACES

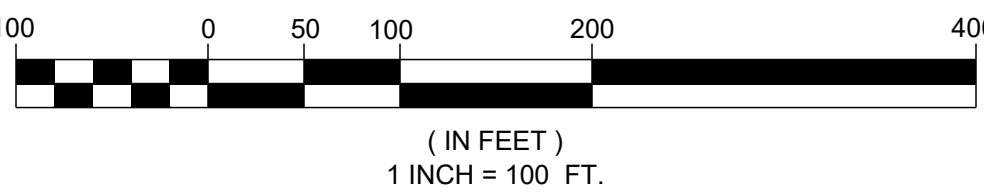
LOADING SPACES REQUIRED FOR WAREHOUSE USE:
 3 UP TO 65,000 SF + 1 FOR EACH ADDITIONAL 80,000 SF
 $3 + (695,801 \div 85\% - 65,000) / 80,000 = 10$ SPACES
 LOADING SPACES PROVIDED = 73 SPACES

UTILITY DEMAND

SEWER: 20,625 GDI
WATER: 20,625 GDI



GRAPHIC SCALE



CALL 811
FREE THROUGHOUT
THE U.S.A.

TRUCK ROUTES

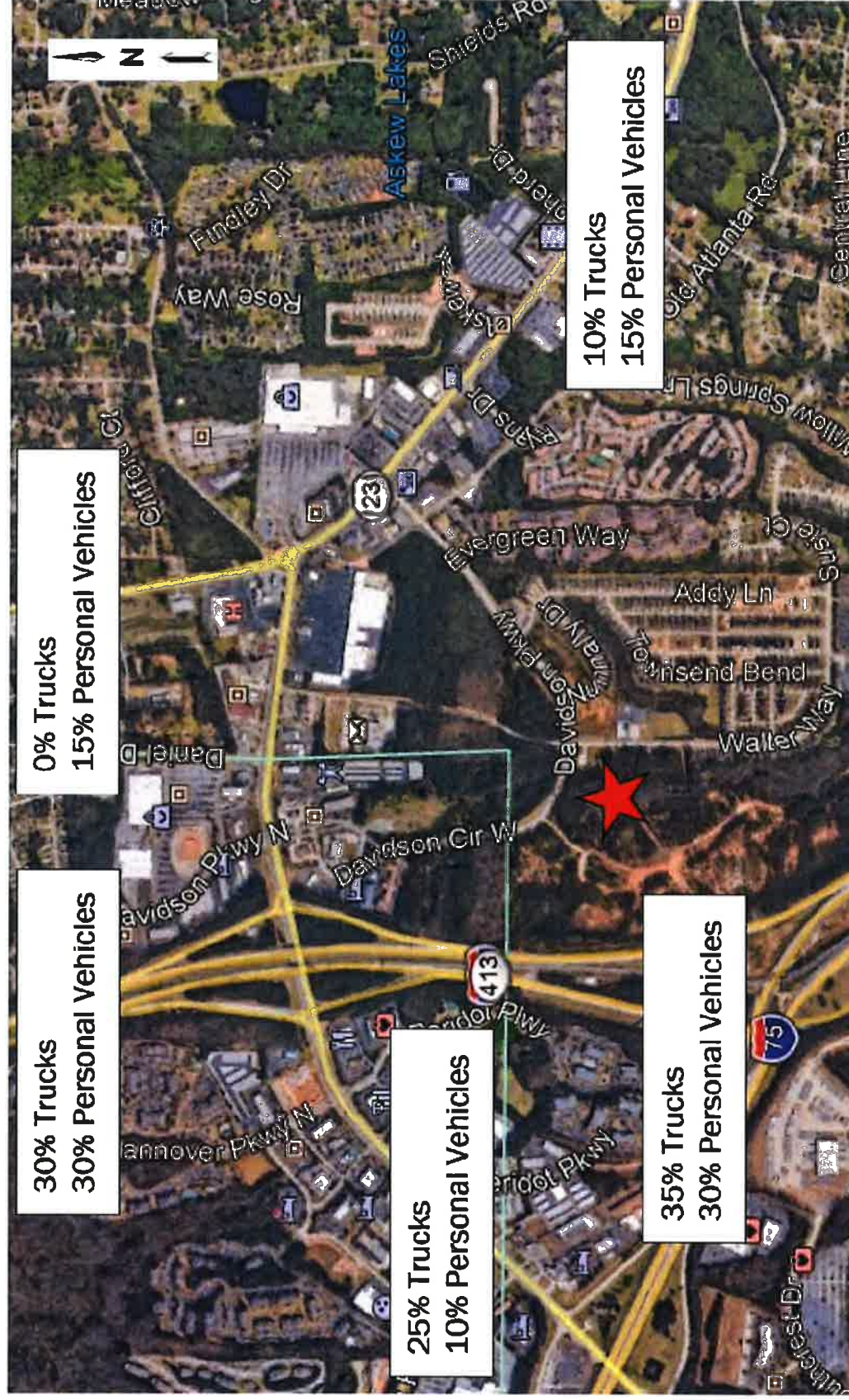


TRAFFIC

AUTOMOBILE TRAFFIC



Figure 2: Site Location Aerial



Traffic Impact Study for
Davidson Parkway Commerce Center – City of Stockbridge, Henry County, Georgia

BUILDING DESIGN AND USE

- Office and warehouse business park
- The average tenant size in our national portfolio is 30,000 SF
- Office areas will range from 10% to 80% of the space
- All buildings are built spec so we won't know the exact use until completion
- Buildings are designed with multiple entries for flexibility, allowing us to target smaller tenants
- The front elevations are single story, high quality office buildings with service courts in the rear
- These elevations will have glass across the front for the office and showroom areas
- Service courts are screened
- Lowest traffic generation compared to other uses



COMPREHENSIVE PLAN AMENDMENT

 **City of Stockbridge**

**COMPREHENSIVE PLAN AMENDMENT
FROM LOW-DENSITY VERTICAL
MIXED-USE TO LIGHT INDUSTRIAL**

**PLANNING COMMISSION MEETING
SEPTEMBER 23, 2021 AT 6:30 P.M.**

**CITY COUNCIL MEETING
OCTOBER 11, 2021 AT 6:00 P.M.**

MEETINGS WILL BE HELD VIA ZOOM. SEE CITY WEBSITE FOR MEETING LINKS.
FOR FURTHER INFO, CALL: (770) 389-7900
REMOVAL OR DEFAACEMENT OF THIS SIGN IS UNLAWFUL.

REZONING

 **City of Stockbridge**

**REZONING FROM C-3 (HEAVY COMMERCIAL)
TO M-1 (LIGHT MANUFACTURING)**

**PLANNING COMMISSION MEETING
SEPTEMBER 23, 2021 AT 6:30 P.M.**

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**COMPREHENSIVE PLAN
AMENDMENT**

 City of Stockbridge

COMPREHENSIVE PLAN AMENDMENT
FROM LOW-DENSITY VERTICAL
MIXED-USE TO LIGHT INDUSTRIAL

**PLANNING COMMISSION MEETING
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Battle Law

October 06, 2021

VIA EMAIL (bjohnson@cityofstockbridge-ga.gov)

Brecca Johnson, Director
Community Development Department
4602 North Henry Boulevard
Stockbridge, GA 30281

Rezoning Application re: Davidson Parkway and Walter Way Rezoning and Future Land Use Amendment Applications (Tax Parcel Nos. 030-01009000 and 030-01009006), Stockbridge, GA

Brecca,

On behalf of the applicant, EastGroup Properties, LLC., we are hereby requesting that the above referenced application be tabled until next month's City Council hearing for the following reasons:

1. We would like to have a follow up meeting with the community to have a thorough discussion of the transportation issues with our traffic engineer leading the discussion versus our civil engineer. This appears to be the major issue concerning this project, and there is clearly some misunderstanding concerning the amount of truck traffic this project will generate. We want to clarify these issues with both the community and staff. Therefore, the meeting will include an in-depth review of existing traffic issues in the area as well as the differences between the currently approved mixed-use development and the proposed project.

2. Michael Neyhart has recently retained Battle Law, P.C. to represent Vista Realty Partners in connection with their 300+- acre site immediately south of the EastGroup project site. Vista Realty Partners is 100% in favor of the proposed rezoning based on the number of jobs that the project will generate. Additionally, they are interested in possibly annexing their property into the City of Stockbridge in order to allow them to work cooperatively with the East Group to address sewer issues on their site by sharing a lift station. We also believe that the additional time will give both developers the opportunity to discuss with both developers the proposed "parkway" contemplated under the original DRI and whether it will be possible to have a public/private partnership to facilitate the development of the "parkway."



Battle Law

3. John Coleman has reached out to DriveTime's ownership to discuss access issues. He is still waiting for a call back. It should be noted that IF Vista Realty Partners annexes into the City of Stockbridge, the DriveTime site would be an "island" which would give the City leverage to also annex the DriveTime property into the City, which could potentially give the City more leverage to address concerns about the traffic generated by this facility.

Please advise as to whether the tabling request has to be approved by City Council, or whether staff can pull the application from the agenda. Attorney Battle has another hearing in the City of Palmetto that evening, so it is imperative that I have this information as soon as possible so that we can make alternative arrangements for her hearing in Palmetto which starts at 7:00pm, Monday, Oct. 11th.

Finally, we would also like to submit to staff the attached additional conditions which we are submitting to address some of the issues raised by the staff and by the community.

Sincerely,

Dani Blumenthal

Danielle Blumenthal



Battle Law

Proposed Conditions to Pertain to the Proposed Development at Davidson Parkway and Walter Way

1. Signage shall be installed showing no right turn for trucks out of the complex, the park entry geometry will also encourage a left-turn movement for all vehicles.
2. Applicant will work with GDOT to improve geometry of intersection for vehicles turning from North Henry Boulevard onto Davidson Parkway. Applicant will install "No Truck Thru-Traffic" at the intersection of Davidson Parkway and North Henry Boulevard.
3. Applicant shall provide a minimum 100' buffer behind existing residential lots located on Walter Way which abut the Subject Property, and leave the existing stream buffer undisturbed to help screen the residential homes
4. Applicant hereby agrees to contact the owners of the Drivetime Reconditioning Center, located at 3000 Walter Way in order to discuss options to create truck access to the Drivetime Reconditioning Center from the Subject Property.
5. Applicant will create a multi-use path along the existing stream as shown on the site plan. Applicant will also donate a 1-acre park in close proximity to the multi-use path.



MEMORANDUM

TO: Mayor and Council

FROM: Mayor Anthony S. Ford

DATE: October 29, 2021

RE: FY 2022 Budget

You will find the attached proposed budget for Fiscal Year 2022. The proposed budget is intended to place the City of Stockbridge in the position of serving its citizens at the highest level during 2022 and in the future. The proposed budget underscores the City's commitment to excellent service and ensuring sound economic principles which will allow for a healthy financial outlook. In addition, the proposed FY 2022 budget proposes to enhance the cultural enjoyment of citizens and provide the foundation for economic development and our advancement into the future. The amphitheater will enhance the opportunity for City exposure in our state and region.

The City is poised to experience well-balanced growth and development in accordance with our land use plan. The City will continue to provide a high level of service to its citizens, provide activities and events each year that attracts thousands of visitors. The City will continue to move numerous capital projects forward toward completion.

The realistic revenue projection for FY 2022 is approximately \$17.4 million, which of course means that overall budget has been reduced in various areas since the September budget retreat. Please keep in mind there is a standard increase of five percent in the proposed budget related to (salary increases + bonus = approximately \$200,000) and increased insurance costs (estimated at \$190,000). The bulk of any municipal government budget is staff, which is a necessary and a fixed cost. The salary and health benefits will result in approximately \$390,000 increase to the budget from last year prior to any department, equipment, or new initiatives are even considered.

Listed are key aspects of the FY 2022 Budget:

Revenue Projections

The economy continues to advance forward, modest increases are expected for franchise fees, licensing fees, and Local Option Sales Tax (LOST). Although, LOST revenues have been up over the past several months, a conservative approach to expenditures should be observed.

The bulk of increases in health and dental costs are being absorbed by the City and not passed on to employees. As health care costs continue to increase, they are becoming a challenge for the public and private entities. This is an item that will need further review in the future. Increase expenditures were offset by actual revenue increases realized in the FY 2022 budget which are projected forward including (LOST), Insurance Premium Tax, permitting, and franchise fees. We plan to utilize funds from SPLOST V and American Rescue Plan Act (ARPA) funds to support our efforts addressing some capital needs.

Department	Positions
Police	58
Events	1
Community Development	3
Public Works	8
Municipal Court	1
Human Resources	1

Additional Comments

The formation of the Stockbridge Police Department is to provide law-enforcement operation and public safety support tailored to meet the needs of citizens and geography of the City. The City commissioned the University of Georgia, Carl Vinson Institute to conduct a study of the expected revenue and expenditures associated with the formation of a Police Department. Elements of the study were used as a foundation to project the associated law- enforcement costs in the proposed FY2022 budget.

Sincerely,



Anthony S. Ford
Mayor
City of Stockbridge



Where Community Connects

2022

City of Stockbridge, Georgia



John Wiggins

1/1/2022



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Sincerely,



Anthony S. Ford
Mayor
City of Stockbridge

**Proposed Budget
for Fiscal Year ending
December 31, 2022**



Submitted by

Anthony S. Ford, Mayor

Vanessa Holiday, City Clerk

John Wiggins III, City Treasurer

MAYOR AND COUNCIL



Anthony S. Ford



Lakeisha T. Gantt



Yolanda Barber



Alphonso Thomas



Elton Alexander



John Blount

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City of Stockbridge, Georgia
Fiscal Year 2021 Budget Calendar

Dates:	Action:
July 20	Budget officer prepares budget forms for distribution to departments
July 20	Budget officer enters prior years actual and YTD estimates for revenues & expenditures for departments
July 27	Budget officer distributes forms to department heads
July 27	Budget officer prepares preliminary revenue estimates
August 13 - 25	Departments return budget request forms to budget officer
August 27 - September 3	Departmental Budget Meeting with City Manager
September 10	Budget officer reviews and adjusts each department's budget and prepares expenditure and revenue plans
September 15	Budget Retreat Day 1
September 16	Budget Retreat Day 2
September 17	Budget Retreat Day 3
September 22 - October 1	Begin executive review and development of final budget content (Budget officer, City Manager & Mayor & Council)
October 10	End of Staff review period
October 16	Budget officer makes adjustments
October 20	City Clerk advertise public hearing
October 29	City Manager submits budget to the Mayor and City Council for review with message
November 3	City Clerk advertise public hearing
November 8	Conduct public hearing
November 12	Budget officer makes adjustments
November 30	Second Public Budget Hearing
December 1	City Clerk advertise public hearing
December 6	Budget officer makes adjustments
December 13	Third Budget Hearing and City Council adopts the budget and revenue ordinances
January 1	Fiscal year begins

Personnel Overview

Stockbridge



Where Community Connects



The City of Stockbridge

City of Stockbridge --- 2022 Budgeted Positions

		Based on Budget 2021							
Departmental / Budgeted Area	Job Title	FTE	PTE	FTE	PTE	FTE	PTE	EE as of 12/27/2019	Account Numbers
		Budgeted		Filled		Vacant			
Executive	City Manager	1		1				Randy Knighton	100-13000-511100
	Executive Assistant	1		1				Charisma Webser	100-13000-511100
	Public Information Officer	1		1				Shana Thornton	100-13000-511100
Finance Administration	Treasurer/CFO	1		1				John Wiggins	100-15100-511100
	Senior Accountant	1		1				Rashonda Favors	100-15100-511100
	Accounts Payable Clerk	1		1				Dawn Gindrup	100-15100-511100
	Payroll Specialist	1		1				Kim Moye	100-15100-511100
	Accountant	1		1				Derrick Hall II	100-15100-511100
	Purchasing Manager	1		1				Lindell Miller	100-15100-511100
	Purchasing Clerk	1		1				Wanda Thomas	100-15100-511100
	Purchasing Specialist	1		1				Wanda Cooley	100-15100-511100
Code Enforcement	Code Enforcement Officer	1		1				Shannon Maddox	100-74500-511100
	Code Enforcement Supervisor	1		1				Lenore Vanderpool	100-74500-511100
	Code Enforcement Officer	1		1				Chantal Burnett	100-74500-511100
Main Street	Main Street Manager	1		1				Kira Harris-Briggs	100-75500-511100
	Main Street Coordinator	1		1				Lisa Fareed-Muhammed	100-75500-511100
Permitting Development	Building Permit Coordinator	1		1				Christine Chavis	100-72000-511100
	Fire Marshall	1		1				Demetries Wells	100-72000-511100
Business Services	Occupational Tax Clerk	1		1				Stephanie Milton	100-15160-511100
	Occupational Tax Clerk					1		Vacant (Proposed)	100-15160-511100
	Business Services Supervisor	1		1				Uneeda Smith-Sellers	100-15160-511100
GIS/Planning	GIS Analyst or Technician	1		1				Melinda Davies	100-75700-511100
City Clerk	City Clerk	1		1				Vanessa Holiday	100-11300-511100
	Deputy City Clerk	1		1				Randi Rainey	100-11300-511100
	Administrative Assistant	1		1				Sharee Lane	100-11300-511100
	Receptionist	1		1				Keri Stewart	100-11300-511100
	Admin Assistant to Mayor & Council	1		1				Zenovia Pearson	100-11300-511100
	Executive Assistant to Mayor & Council	1		0		1		Vacant	100-11300-511100
Human Resources	Human Resources Manager	1		1				Renee Wheeler	100-15400-511100
	Human Resources Coordinator					1		Vacant (Proposed)	100-15400-511100
Economic Development	Economic Development Director	1		1				Alan Peterson	100-75100-511100
MM Conference Center	Conference Center & Events Manager	1		0		1		Vacant	555-15650-511100
	Events Technician	1		1				Ronald Ellis	555-15650-511100
	Events Technician	1		1				Tommy Mosley	555-15650-511100
	Conference Center Coordinator	1		1				Econuel Ingram	555-15650-511100
	Administrative Assistant	1		0		1		Vacant	555-15650-511100
	Events Coordinator	1		1				Brian Bradley	555-15650-511100
Administration-Court	Associate Judge								
	Court Clerk	1		1				Dayna Biles	100-25000-511100
	Deputy Court Clerk					1		Vacant (Proposed)	100-25000-511100
	Administrative Court Clerk	1		1				Monique Holloman	100-25000-511100
	Judge		1		1			Matthew McCord	
Governing Body	Solicitor		1		1			New Solicitor	
	Mayor		1		1				100-11100-511120
	City Council		5		5				100-11100-511121
Planner & Zoning	Senior Planner	1		1				Linda Logan	100-74100-511100
	Community Development Director	1		1				Brecca Johnson	100-74100-511100
	Chief Planner					1		Vacant (Proposed)	100-74100-511100
	Administrative Assistant					1		Vacant (Proposed)	100-74100-511100
	Planner I	1		1				Gordon Linton	100-74100-511100

NOTES: Proposed Positions for 2022 Budget	1.) Occupational Tax Clerk	Community DevelopmentDepartmentnt
	2.) Human Resources Coordinator	Human Resources Department
	3.) Deputy Court Clerk	Municipal Courts Department
	4.) Chief Planner	Community DevelopmentDepartmentnt
	5.) Administrative Assistant	Community DevelopmentDepartmentnt



Where Community Connects



The City of Stockbridge

ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT POLICY

The Georgia State law requires an annual balanced budget. The adopted budget shall be a balanced budget with anticipated revenues (including appropriated unencumbered surplus) equal to or greater than appropriated expenditures. All funds within the budget shall also be balanced.

The City's Proposed Budget shall be prepared annually by the City Manager with participation of all City Departments consistent with provisions of the City Charter and State Budget Laws. The Budget shall include (1) revenues forecasts (2) personnel costs, (3) operating and maintenance supply costs, (4) general services costs (5) debt service and; (6) capital and other (non-capital) costs.

The budget review process shall include public hearings. At the time the proposed budget is transmitted to members of the City Council by the City Manager, a copy will be made available for public inspection at City Hall and advertised in a local newspaper of general circulation. No earlier than seven days after the proposed budget is transmitted to the City Council and at least seven days in advance of budget adoption, a public hearing takes place to give the public an opportunity to comment on the proposed budget. Notice of a public hearing must be advertised at least fourteen days in advance of the public hearing.

Prior to the first day of the fiscal year, the City Council will adopt an Annual Operating Budget and Five-Year Capital Improvements at a public meeting. The annual and CIP budget shall be advertised at least one week prior to the meeting. The proposed budget is prepared by the City Manager and transmitted to members of the City Council for its review with sufficient time given for the City Council to address policy and fiscal issues.

▪ Adoption

The Budget shall be adopted by the approval of a budget ordinance that specifies the anticipated revenues by appropriate categories, the proposed expenditure totals for each department, each non-departmental expense, and for each fund covered by the budget.

▪ Amendments

Budget amendments must be approved by resolution. The budget shall be adopted at the fund/department level, which is the legal level of budgetary control. The current year's budget may be adjusted to reflect changes in local economy, changes in priorities or services needed, and receipt of unbudgeted revenues and for unanticipated expenditures.

▪ Balanced Budget

The Annual Budget consists of operating, debt services, grants, and capital spending. The Annual Budget shall be balanced with anticipated revenues, including appropriated, unencumbered surplus or stabilization reserves, equal to proposed expenditures. All funds within the Budget shall also be balanced. City Council will annually approve the revenues, expenditures, and capital improvements spending for all City fund appropriations. The Annual Budget will also include operating impacts from the Five-Year CIP. The operating impacts should address any one-time or reoccurring cost increases or decreases due to the major capital investment. Capital expenses include both major equipment and infrastructure improvement costs.

▪ **Planning**

The City will utilize a Decentralized Budget Process. All departments will be given an opportunity to participate in the Budget Process and submit funding requests to the City Manager.

▪ **Capital**

All Capital Expenditures must be approved as part of each department budget in the Capital Improvement Fund. Before committing to a Capital Improvement Project, the City Manager or his/her designee must verify fund availability. The Capital Budget provides annual funding for long-term capital projects identified in the Capital Improvement During the Annual Budget Process, each department submits its Budget request including operating and capital needs. Upon review of the requests, major capital projects are placed in the Capital Improvements Fund. Other capital outlays are placed in the department's operating budget. Capital outlay is generally defined as an individual item in excess of \$5,000 with a life expectancy of more than two years but less than 10 years.

Citywide capital improvements are assessed and prioritized based on the City's objectives and goals, the City's comprehensive work plan, and the City's strategic plan.

▪ **Interim Reporting on the Annual Budget and Capital Improvements**

Periodic financial reports will be provided to enable the City Manager to monitor and control the Annual Operating and Capital Budget and to enable Department Heads to manage the annual appropriations. These reports will be prepared and distributed to Department Heads and on to the City Manager. Summary financial and budgetary reports should be presented by the City Manager to the City Council no less than quarterly and preferably on a monthly basis.

▪ **Control and Accountability**

Each Department Head is responsible for ensuring that his/her department expenditures do not exceed budgeted funds. Departments cannot exceed appropriations described in the budget. Failure to achieve budgetary control will be evaluated and investigated by the City Manager.

▪ **Budget Transfers**

Contingent upon remaining within the confines of the total department budget, each Department Head has the authority to recommend Budget Transfers to the City Manager. Funds within departmental budget line items can be transferred upon the recommendation of the Department Head and with approval of the City Manager. Budget transfers over \$5,000 for operating expenses for Capital Improvements must be approved by City Council prior to any spending or contract purchases.

BASIS of BUDGETING

The modified accrual basis is followed in all governmental funds. Under this method, revenues are recognized when they become measurable and available as net current assets. Expenditures are generally recognized when the obligation is incurred, with the exception of principal and interest on general long-term debt which is recognized when due, and purchase of Capital Assets whose cost are fully recognized at time of purchase and not amortized over the life of the asset.

Unlike full accrual basis, annual appropriated budgets are adopted for all funds at the department level. Budgets are adopted on a non-GAAP basis. All appropriations that have not been encumbered at the end of the fiscal year will lapse. Expenditures may not legally exceed budgeted appropriations at the department level.

All Proprietary Funds are budgeted for using the accrual basis of accounting. Whereby, revenues are recognized when incurred. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

GAAP BASIS vs. BUDGET BASIS

Budgets are adopted on a basis consistent with GAAP except for the capital projects fund, which have project length budgets, rather than annual budgets. The City adopts budgets for its enterprise and internal service funds; however, the reporting of the budget to actual comparison is not required.

How to Use this Budget

WHAT IS A BUDGET?

A budget is a financial plan for a city. It includes both estimates of resources available, including revenues and fund balance, and appropriations that are the authority to spend money for specific purposes. After extensive input from the various departments, as well as the public, the budget is prepared by the Finance Department. The City Manager presents the budget for adoption to Mayor & City Council.

The document begins with a transmittal letter from the City Manager. This letter summarizes the contents of the budget and provides an explanation of the rationale used by the City Manager during the budget development process. The City Manager also outlines the administration's work program for the upcoming year.

The budget document is prepared to provide information about the City, both financial information and operational/policy information from a variety of perspectives and degree of detail. The reader should first review the Table of Contents and the Glossary and then read the Transmittal letter. The Financial Summary Section should then be reviewed. Finally, the specific department and program budgets provide the detailed information as to what purposes the City's resources will be utilized during the fiscal year. When reading this document, it is useful to remember that it has been developed based on both organizational structure and financial structure. The organizational structure is reflected in the departmental budgets. The financial structure is reflected in the reporting of expenditures and revenues by fund. A fund is a self-balancing set of accounts designed to track specific revenues and the uses of those revenues. Each fund is independent of all other funds and money cannot be transferred from one fund to another without the approval of the City Council.

QUESTIONS & ANSWERS

Q: What is the purpose of the City Budget?

A: The budget is an annual financial plan for the City of East Point. It specifies the level of municipal services to be provided in the coming year and the resources, including personnel positions, capital expenditures and operating expenses needed to provide these services. It reflects the policies and priorities set by the Mayor and City Council. How to Use this Budget

Q: What is a fiscal year?

A: A fiscal year is a 12-month operating cycle that comprises a budget and financial reporting period. The City's fiscal year begins on January 1st and ends on December 31st.

Q: What is an operating budget?

A: An operating budget is an annual financial plan for recurring expenditures, such as salaries, utilities, and supplies.

Q: What is a capital improvement budget?

A: A capital improvement budget is both a short and long-range plan for the construction of physical assets, such as buildings, streets, sewers, as well as vehicles and equipment.

Q: What is an enterprise fund?

A: An enterprise fund earns its own revenues by charging customers for the services that it provides. It receives no tax funds.

Q: What is a budget appropriation?

A: A budget appropriation is a specific amount of money that has been approved by the City Council for use in a particular manner.

Q: What is a budget amendment?

A: A budget amendment is an ordinance adopted by the City Council which alters the adopted budget by appropriating additional monies to a department, decreasing appropriations to a particular department, or transferring funds from one department to another.

Budget Process

The City of Stockbridge is required to prepare an annual budget in accordance with the City Charter. The budget is prepared for each fiscal year beginning January 1 through December 31st. The City Manager prepares a proposed budget to present at the City's Budget Retreat hosted in August or September of each year to get Mayor & Council vision for the City's operation.

For the fiscal year 2021, the City of Stockbridge began the budget process with updates to its capital budget long term infrastructural projects and proposal for new projects in the new budget year. The City then begun the preparation of the operational budget with revenue and expenditure projections. In forecasting revenues and expenditures, the City first reviewed its mission statement, strategy plan and

goals and objectives to set priorities for spending. In addition, staff considered historical trends, current changes within the City and projected economic trends when forecasting revenues and expenditures.

Budget Preparation

Prior to the departmental submission of their annual request, the Finance Department conducted an annual training session for all personnel involved in the budget process, if needed. During the training, the staff was trained on the steps to completing the budget process and advised of fiscal year changes, highlight critical deadlines and reviewed issues likely to impact the City. Each department then prepared their proposed expenditure based on operational priorities. Directors submitted their budget recommendations to the Finance Department for initial review and coordination.

Budget Review

The Finance Department works with each department head to compile all proposed revenues and expenditures for the new fiscal year. The City Manager, Finance Director and Human Resources meet with each director to review their personnel budget requests. Once all departments' recommended revenues and operational expenditure request are reviewed and approved by the City Manager, a proposed budget is submitted to the Mayor & Council. Prior to the adoption of the budget, the City conducts community budget meetings in which staff provide information and answer questions regarding both the capital projects and operational budget.

Budget Adoption

The City Charter requires three reading of the budget prior to adoption. The attached budget calendar shows the proposed dates for the publication and reading of the new budget.

BUDGET AMENDMENTS

The City of Stockbridge sees its annual budget as a fluid document. While every effort is made to operate within the confines of the adopted budget, there are times when amendments are required. Budget amendments may require the approval of the City Council by an ordinance. Occasions requiring an amendment to the budget include, but are not limited to:

- Acceptance of additional grant money.
- Appropriation of additional funding if expenditures are projected to exceed budgeted amounts.
- Re-appropriation of funds from one department to another when deemed necessary.

Line item or department changes that has no impact on the total of allocated budget only requires the approval of the City Manager.

KEY ACTORS

While all employees are a part of the budget process at some point, there are several people who play more intricate roles in this process.

Mayor & City Council: The Mayor and City Council set policies which drive the development of the budget, which consists of the Mayor and Council members and conduct public hearings and readings of the budget ordinance.

City Manager: The City Manager presents the budget document to the Mayor and City Council for approval.

Department Directors: Department Directors must review previous capital improvement plans, make necessary changes and request to allow the City to develop a 5-year comprehensive five-year CIP Program. In addition, Directors must then submit requests for additional personnel, purchased good and services which will all the finance department to develop each departmental budget request and budget document.

Finance Director: The Finance Director is primarily responsible for providing direction for the budget, reviewing financial analyses, projections and overseeing the budget process.

The budget document must be completed for the City Manager to present to City Council. Once the budget is approved, the budget book is prepared and submitted to the GFOA for consideration of the Distinguished Budget Award.

Budget Summary

Stockbridge



Where Community Connects



The City of Stockbridge

General Fund Proposed Budget



GF	EXPENDITURES	2022	2021		
100		BUDGET AMOUNT	BUDGET AMOUNT	VARIANCE	VARIANCE %
11100	GOVERNING BODY	415,058.97	367,359.00	(47,699.97)	1.0%
11300	CITY CLERK	582,916.87	516,233.00	(66,683.87)	1.4%
13000	EXECUTIVE	615,812.80	551,888.00	(63,924.80)	1.4%
15100	FINANCIAL ADMINISTRATION	1,056,679.10	972,932.00	(83,747.10)	1.8%
15110	NON-DEPARTMENTAL	591,000.00	440,000.00	(151,000.00)	3.2%
15160	BUSINESS SERVICES	274,923.59	190,710.00	(84,213.59)	1.8%
15650	GOVERNMENT BLDG/PROPERTY	1,091,234.11	884,420.00	(206,814.11)	4.4%
15400	HUMAN RESOURCES	547,412.89	460,629.00	(86,783.89)	1.8%
15350	INFORMATION TECHNOLOGY	637,582.00	540,626.00	(96,956.00)	2.1%
25000	MUNICIPAL COURT	525,645.77	246,796.00	(278,849.77)	5.9%
32100	POLICE ADMINISTRATION	2,611,296.25	275,000.00	(2,336,296.25)	49.5%
42200	PUBLIC WORKS	3,855,080.50	3,287,809.00	(567,271.50)	12.0%
61900	CITY EVENTS	230,000.00	214,500.00	(15,500.00)	0.3%
62200	PARKS	357,500.00	290,600.00	(66,900.00)	1.4%
72000	PERMITTING DEVELOPMENT	754,043.80	659,821.00	(94,222.80)	2.0%
74100	PLANNING & ZONING	663,300.30	476,097.00	(187,203.30)	4.0%
74500	CODE ENFORCEMENT	270,643.02	287,792.00	17,148.98	-0.4%
75100	ECONOMIC DEVELOPMENT	178,245.41	131,596.00	(46,649.41)	1.0%
75500	MAIN STREET PROGRAM	266,562.14	228,776.00	(37,786.14)	0.8%
75700	GIS/PLANNING	128,837.38	136,082.00	7,244.62	-0.2%
90000	OTHER FINANCING USES	1,827,536.30	1,600,271.00	(227,265.30)	4.8%
		17,481,311.20	12,759,937.00	(4,721,374.20)	100.0%
GF	REVENUE	2022	2021		
		BUDGET AMOUNT	BUDGET AMOUNT	VARIANCE	VARIANCE %
100	GENERAL FUND	17,481,311.19	12,759,937.00	(4,721,374.19)	100.0%
		17,481,311.19	12,759,937.00	(4,721,374.19)	100%
GF	DIFFERENCE (EXP-REV)	0.00	-	(0.00)	

Enterprise Funds Proposed Budget



EXPENDITURES	2022	2021		
	BUDGET AMOUNT	BUDGET AMOUNT	VARIANCE	VARIANCE %
275 HOTEL/MOTEL	375,000.00	375,000.00	-	0.0%
340 CAPITAL PROJECT GRANTS	150,000.00	150,000.00	-	0.0%
350 URA	1,223,177.76	1,205,271.00	(17,906.76)	-0.2%
353 CAPITAL CITYWIDE	10,623,467.00	23,082,293.00	12,458,826.00	149.5%
355 DDA	45,000.00	45,000.00	-	0.0%
360 PUBLIC FACILITIES AUTHORITY	3,014,566.25	-	(3,014,566.25)	-36.2%
495 CEMETERY	20,000.00	20,000.00	-	0.0%
505 WATER	2,300,088.02	2,101,700.00	(198,388.02)	-2.4%
505 SEWER	2,166,862.00	1,910,500.00	(256,362.00)	-3.1%
505 DEBT SERVICE	127,240.20	127,241.00	0.80	0.0%
510 STORMWATER	1,654,500.00	1,285,141.00	(369,359.00)	-4.4%
540 SANITATION	2,112,232.98	1,842,000.00	(270,232.98)	-3.2%
555 MMCC	849,651.18	810,016.00	(39,635.18)	-0.5%
560 TSCC	-	41,750.00	41,750.00	0.5%
565 AMPHITHEATER COMPLEX*	250,000.00	250,000.00	-	0.0%
	24,911,785.39	33,245,912.00	8,334,126.61	100.0%

REVENUES	2022	2021		
	BUDGET AMOUNT	BUDGET AMOUNT	VARIANCE	VARIANCE %
275 HOTEL/MOTEL	375,000.00	375,000.00	-	0.0%
340 CAPITAL PROJECT GRANTS	150,000.00	150,000.00	-	0.0%
350 URA	1,223,177.76	1,205,271.00	(17,906.76)	-0.2%
353 CAPITAL CITYWIDE	10,623,467.00	23,082,293.00	12,458,826.00	149.5%
355 DDA	45,000.00	45,000.00	-	0.0%
495 CEMETERY	20,000.00	20,000.00	-	0.0%
360 PUBLIC FACILITIES AUTHORITY	3,014,566.25	-	(3,014,566.25)	-36.2%
505 WATER	2,427,328.22	2,230,200.00	(197,128.22)	-2.4%
505 SEWER	2,166,862.00	1,910,500.00	(256,362.00)	-3.1%
510 STORMWATER	1,654,500.00	1,285,141.00	(369,359.00)	-4.4%
540 SANITATION	2,112,232.98	1,842,000.00	(270,232.98)	-3.2%
555 MMCC	849,651.18	810,016.00	(39,635.18)	-0.5%
560 TSCC	-	41,750.00	41,750.00	0.5%
565 AMPHITHEATER COMPLEX*	250,000.00	250,000.00	-	0.0%
	24,911,785.39	33,247,171.00	8,335,385.61	100.0%

DIFFERENCE (REV-EXP)	0.00	1,259.00	(1,259.00)
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Proposed Revenue & Expenditure by Fund

FUND	REVENUES	EXPENITURES	\$CHANGE
GENERAL FUND	\$17,481,311.19	\$17,481,311.20	\$0.00
HOTEL/MOTEL	375,000.00	375,000.00	-
CAPITAL PROJECT GRANTS	150,000.00	150,000.00	-
URA	1,223,177.76	1,223,177.76	-
CAPITAL CITYWIDE	10,623,467.00	10,623,467.00	-
DDA	45,000.00	45,000.00	-
PFA	3,014,566.25	3,014,566.25	-
CEMETERY	20,000.00	20,000.00	-
WATER	2,427,328.22	2,427,328.22	-
SEWER	2,166,862.00	2,166,862.00	-
STORMWATER	1,654,500.00	1,654,500.00	-
SANITATION	2,112,232.98	2,112,232.98	-
MMCC	849,651.18	849,651.18	0.00
TSCC	-	-	-
AMPHITHEATER COMPLEX*	250,000.00	250,000.00	-
TOTAL OF ALL FUNDS	\$42,393,096.58	\$42,393,096.58	\$0.00

REVENUES

Stockbridge

Where Community Connects



The City of Stockbridge

Budget Worksheet



Fund: 100 - GENERAL FUND

Revenue

Division: 00000 - OPENING ENTRIES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
100-00000-311500	INTANGIBLE RECORDING TAX	62,018.80	74,396.75	56,323.00	41,359.09	86,854.09
100-00000-311600	REAL ESTATE TRANSFER	34,714.80	22,279.86	19,654.00	14,663.00	30,792.30
100-00000-311710	FRANCHISE TAX-ELECTRIC	1,116,883.51	1,064,575.66	1,154,000.00	-	1,165,000.00
100-00000-311715	FRANCHISE TAX - EMC	32,197.08	31,171.93	2,954.00	1,357.36	2,850.46
100-00000-311720	FRANCHISE TAX-COLLEGE PK.	-	15,591.66	32,742.00	5,816.25	12,214.13
100-00000-311730	FRANCHISE TAX-GAS	149,768.04	162,626.77	167,711.00	85,666.16	179,898.94
100-00000-311750	FRANCHISE TAX-TELV CABLE	177,909.69	103,298.51	73,952.00	112,857.71	237,001.19
100-00000-311760	FRANCHISE TAX-TELEPHONE	81,300.98	163,064.77	73,072.00	13,173.67	27,664.71
100-00000-311790	FRANCHISE TAX-OTHER	1,695.10	1,536.26	932.00	349.01	732.92
100-00000-313100	LOCAL OPTION SALES/USE TX	4,474,981.41	5,258,354.15	4,444,759.00	2,316,468.72	5,369,181.00
100-00000-313110	HCTC - AVT TAX	352,330.69	555,528.03	423,136.00	301,368.32	632,873.47
100-00000-314201	BEER TAX	367,434.67	399,530.24	338,971.00	131,962.88	277,122.05
100-00000-314202	LIQUOR TAX-PACKAGE SALES	203,528.58	244,419.28	198,721.00	98,228.44	206,279.72
100-00000-314203	WINE TAX	117,796.63	148,628.50	122,075.00	69,982.68	146,963.63
100-00000-314204	CONSUMPTION TAX - LIQUOR	71,326.99	50,034.01	35,200.00	30,733.94	64,541.27
100-00000-316100	OCCUPATIONAL TAX	676,624.36	753,141.95	850,000.00	767,454.79	900,000.00
100-00000-316112	GA MUNICIPAL LICENSE FEE	26,966.63	49,830.00	104,853.00	54,960.00	115,416.00
100-00000-316113	MISC BUSINESS TAX	2,490.95	13,326.48	28,691.00	2,512.45	5,276.15
100-00000-316150	OCCUPATIONAL TAX ADMIN.	94,876.94	93,160.00	69,888.00	47,375.00	99,487.50
100-00000-316200	INSURANCE PREMIUM TAX	2,012,698.35	2,122,712.53	2,296,091.00	-	2,300,000.00
100-00000-316300	Financial Institution Taxes	92,256.00	95,273.00	200,073.00	83,774.00	175,925.40
	Property Tax	-	-	-	-	2,645,457.20
100-00000-319111	FORECLOSED/VACANT-REG FEE	1,400.00	900.00	840.00	300.00	630.00
100-00000-321110	OT ALCOHOLIC BEV-BEER	43,500.00	43,875.00	86,625.00	38,865.75	81,618.08
100-00000-321120	OT ALCOHOLIC BEV-WINE	39,750.00	40,125.00	80,325.00	36,615.75	76,893.08
100-00000-321130	OT ALCOHOLIC BEV-LIQUOR	105,000.00	107,500.00	210,000.00	106,748.50	224,171.85
100-00000-321140	ALCOHOLIC BEV-SPEC. EVENT	-	342.46	-	-	-
100-00000-321150	OT APPLICATION FEE	-	-	-	-	-
100-00000-321200	OT REGULATORY FEE	19,125.00	17,670.00	36,162.00	15,630.00	32,823.00
100-00000-322200	BSD - BUILDING PERMIT FEES - COMMERCIAL	100,465.49	180,161.91	319,677.00	34,636.94	72,737.57
100-00000-322201	BSD - MECH, ELEC, PLUMBING PERMIT FEES - CON	10,741.00	16,563.21	18,142.00	4,175.00	8,767.50
100-00000-322203	BSD - OTHER PERMIT FEES - COMMERCIAL	2,310.00	4,250.00	8,925.00	-	-
100-00000-322204	BSD - BUILDING PERMIT FEES RESIDENTIAL	185,224.48	230,362.90	128,192.00	86,876.24	182,440.10
100-00000-322205	BSD - MECH,ELEC,PLUMBING - PERMIT FEES RESII	7,157.50	6,821.00	5,146.00	5,850.00	12,285.00
100-00000-322207	BSD - OTHER PERMIT FEES RESIDENTIAL	7,700.00	5,075.00	2,783.00	2,750.00	5,775.00
100-00000-322211	ZONING CONFIRMATION FEE	-	-	-	-	-
100-00000-322215	ZONING VERIFICATION FEES	12,050.00	17,150.00	14,175.00	8,249.08	17,323.07
100-00000-322990	FILM REVENUE	20,186.60	9,883.41	2,730.00	7,000.00	14,700.00
100-00000-323100	OCCUPATIONAL TAX PENALTY	26,694.04	15,092.26	31,000.00	29,712.51	62,396.27
100-00000-323101	ENG - PERMITS	49,020.00	33,616.25	34,632.00	9,475.00	19,897.50
100-00000-323400	OCCUPATIONAL TAX-INTEREST	-	-	-	-	-
100-00000-323901	ENG - HOURLY	3,738.00	2,610.00	5,250.00	-	-
100-00000-323902	ENG - PLAN REVIEW	30,328.81	21,010.00	24,360.00	3,350.00	7,035.00

100-00000-323903	ESPC - STATE	-	-	-	-	-
100-00000-323904	ESPC - INSPECTIONS	3,191.00	13,625.00	12,075.00	6,290.00	13,209.00
100-00000-324210	BSD PENALTY	4,499.50	3,969.22	7,390.00	1,075.00	2,257.50
100-00000-334110	PRODUCT DEVELOPMENT GRANT	-	-	5,000.00	-	-
100-00000-334311	GRANTS FOR STREETS	270,121.69	291,306.61	300,000.00	-	300,000.00
100-00000-341300	BSD - PLAN CHECK FEES - COMMERCIAL	73,441.08	22,589.79	28,270.00	28,246.15	59,316.92
100-00000-341301	BSD - PLAN CHECK FEES - RESIDENTIAL	34,015.86	21,427.33	20,004.00	8,924.07	18,740.55
100-00000-341302	PZ - REZONING APP FEE - SINGLE FAMILY RES	450.00	-	-	-	-
100-00000-341303	PZ - REZONING APP FEE - MUTI FAMILY RES	2,518.50	-	-	-	-
100-00000-341304	PZ - REZONING APP FEE - COMMERCIAL INDUSTRI	1,127.25	-	-	-	-
100-00000-341305	PZ - REZONING APP FEE - DRI	863.50	2,420.92	-	-	-
100-00000-341306	PZ - ZONING CERTIFICATION FEE	2,100.00	900.00	105.00	-	-
100-00000-341324	CAPITAL FACILITIES - DEVEL IMPACT FEES	-	-	151,596.00	-	-
100-00000-341400	PRINTING & DUPLICAT SRVCS	152.40	364.49	503.00	-	-
100-00000-341910	OTHER-ELECTION QUAL FEE	3,240.00	-	-	-	-
100-00000-342201	FIRE - OPERATIONAL PERMITS	1,000.00	1,350.00	893.00	1,425.00	2,992.50
100-00000-342202	FIRE - CONSTRUCTION PERMITS	4,925.00	8,050.00	7,980.00	5,300.00	11,130.00
100-00000-342203	FIRE - INSPECTION FEES	16,200.00	16,754.50	17,430.00	11,610.00	24,381.00
100-00000-342204	FIRE - OTHER FEES AND CHARGES	400.00	100.00	210.00	-	-
100-00000-343400	RIGHT OF WAY PERMIT FEE	3,900.00	3,150.00	4,095.00	1,200.00	2,520.00
100-00000-349300	BAD CHECK FEES	975.00	325.00	315.00	175.00	367.50
100-00000-349400	OPENEDGE MERCHANT FEE	1,516.93	8,217.12	7,996.00	5,385.74	11,310.05
100-00000-351140	FINES & FORFEITURES	76,522.91	26,497.50	31,973.00	23,153.53	827,948.00
100-00000-351145	CODE ENFORCEMENT FINES	1,000.00	-	-	100.00	210.00
100-00000-361000	INTEREST REVENUES	12,433.55	27,336.63	27,000.00	820.41	1,722.86
100-00000-361015	PENALTY & INT. ALCOHOL TX	-	-	-	-	-
100-00000-381100	SPRINT COM - RENT	42,829.89	44,114.47	104,262.00	51,137.73	107,389.23
100-00000-381200	PARK PAVILION RENTAL	42,170.44	1,850.91	8,402.00	7,575.11	15,907.73
100-00000-381300	T-MOBILE TOWER LEASE	42,349.05	44,043.00	46,156.00	22,858.14	48,002.09
100-00000-383000	INS.REIM.DAM./STOLEN PROP	4,300.54	15,769.65	31,306.00	-	-
100-00000-389012	YOUTH COUNCIL FUNDRAISER	5,615.93	278.25	200.00	-	-
100-00000-389013	CITY EVENTS REVENUE	11,702.07	5,725.00	12,023.00	6,150.00	12,915.00
100-00000-389014	BRIDGEFEST	30,175.00	-	10,000.00	-	10,000.00
100-00000-389015	TASTY TUESDAY/FOOD TRUCK SPONSORSHIP	9,200.00	-	6,000.00	-	6,000.00
100-00000-389018	HOLIDAY FESTIVAL SPONSORSHIP	1,825.00	-	800.00	-	800.00
100-00000-389019	VETERAN'S DAY SPONSORSHIP	3,850.00	-	1,000.00	-	1,000.00
100-00000-389020	PRETTY IN PINK SPONSORSHIP	4,525.00	-	1,000.00	-	1,000.00
100-00000-389021	SOUNDS OF SUMMER SPONSORSHIP	4,950.00	-	3,400.00	-	3,400.00
100-00000-389022	MEMORIAL MARCH SPONSORSHIP	1,000.00	-	700.00	-	700.00
100-00000-389023	TEEN ABASSADOR INITIATIVE	1,507.21	-	-	-	-
100-00000-389030	MISCELLANEOUS	4,682.11	2,612.04	15,000.00	13,427.33	28,197.39
100-00000-389038	MAIN STREET SPONSORS	739.62	-	500.00	-	-
100-00000-389040	FROM RESERVES	-	-	60,193.00	-	88,868.74
100-00000-389041	BOND RESERVES	-	-	-	321,761.18	-
100-00000-391100	OPERATING TRANSFER IN	-	-	120,000.00	-	369,999.99
100-00000-392100	SALE OF GEN FIXED ASSETS	29,910.14	6,380.10	13,398.00	-	10,000.00
Division: 00000 - OPENING ENTRIES Total:		11,570,117.29	12,744,646.27	12,759,937.00	5,086,912.63	17,481,311.19

Budget Worksheet



Revenue

Fund: 275 - HOTEL/MOTEL TAX

		FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
Account Number	Account Description	ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED REVENUES
275-00000-314100	HOTEL/MOTEL TAX	472,110.30	349,863.35	375,000.00	196,886.81	375,000.00
Division: 00000 - OPENING ENTRIES Total:		472,110.30	349,863.35	375,000.00	196,886.81	375,000.00

Budget Worksheet



Revenue

Fund: 340 - CAPITAL PROJECT GRANT FUND -LCI

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021	FY 2022
		ACTUAL	ACTUAL	BUDGET	YTD ACTUAL	PROPOSED REVENUES
340-00000-331102	TE GRANT PROCEEDS	64,505.32	468,480.10	-	-	
340-00000-389011	CDBG Miscellaneous	-	-	150,000.00	-	150,000.00
340-75500-334210	Ga Product Development Grant	12,412.00	-	-	-	
Division: 00000 - OPENING ENTRIES Total:		76,917.32	468,480.10	150,000.00	-	150,000.00

Budget Worksheet



Revenue

Fund: 350 - URBAN REDEVELOPMENT AGENCY

						FY 2022 PROPOSED REVENUES
Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	
350 00000-391100	OPERATING TRANSFERS IN	1,205,859.96	1,203,848.37	1,205,271.00	983,747.75	1,223,177.76
Division: 00000 - OPENING ENTRIES Total:		1,205,859.96	1,203,848.37	1,205,271.00	983,747.75	1,223,177.76

Budget Worksheet



Revenue

Fund: 353 - CITYWIDE PROJECTS FUND

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
353-00000 391100	OPERATING TRANSFER IN	721,657.62	4,483,076.84	23,082,293.00	-	10,623,467.00
353-00000 393200	PFA BOND PROCEEDS	-	-	-	4,602,085.65	
355-00000 389030	MISC REVENUE	-	-	45,000.00	-	
Division: 00000 - OPENING ENTRIES Total:		721,657.62	4,483,076.84	23,127,293.00	4,602,085.65	10,623,467.00

Budget Worksheet



Revenue

Fund: 360 - PUBLIC FACILITIES AUTHORITY

						FY 2022 PROPOSED REVENUES
Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	
360-00000-391100	OPERATING TRANSFERS IN	-	-	-	-	188,042.00
Division: 00000 - OPENING ENTRIES Total:		-	-	-	-	188,042.00

Budget Worksheet



Revenue

Fund: 495 - CEMETERY FUND

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
495-00000-361000	INTEREST REVENUES	-	-	20,000.00	-	20,000.00
Division: 00000 - OPENING ENTRIES Total:		-	-	20,000.00	-	20,000.00

Budget Worksheet



Fund: 505 - WATER & SEWER

Revenue

Division: 43300 - SEWER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
505-00000-392505	CONTRIBUTED CAPITAL	2,139,259.15	333,342.83	-	-	-
505-43300-344230	SEWER RESIDENTIAL	624,211.58	655,978.37	600,000.00	266,358.63	655,000.00
505-43300-344231	SEWER HC LEXINGTON SQUARE	52,700.78	55,544.10	48,000.00	23,051.70	50,000.00
505-43300-344232	SEWER COLLECTION FEE HC	4,721.01	7,079.90	4,700.00	2,413.14	5,000.00
505-43300-344233	SEWER APTS/MOBILE HOMES	363,794.89	399,378.56	350,000.00	176,947.53	375,000.00
505-43300-344234	SEWER HC B OF ED,3 CONYER	37,591.22	27,250.91	35,000.00	7,544.54	25,000.00
505-43300-344235	SEWER COMMERCIAL	360,968.50	301,792.34	360,000.00	135,424.38	355,000.00
505-43300-344236	SEWER BASE RESIDENTIAL	167,040.82	169,956.23	170,000.00	72,558.00	170,000.00
505-43300-344237	SEWER BASE COMMERCIAL	22,129.00	22,284.00	23,000.00	9,265.00	23,000.00
505-43300-344239	WILDWIND SEWER	3,398.25	(20,954.64)	3,500.00	(3,892.66)	24,000.00
505-43300-344240	SEWER CONNECT	104,500.00	179,848.00	67,500.00	6,000.00	50,000.00
505-43300-344299	SEWER IMPACT FEES	209,032.00	267,396.00	85,000.00	8,000.00	100,000.00
505-43300-361000	INTEREST REVENUES	-	-	300.00	-	300.00
505-43300-389040	FROM RESERVES	-	-	133,500.00	-	334,562.00
505-43300-391100	OPERATING TRANSFERS IN	-	-	30,000.00	-	-
Division: 43300 - SEWER Total:		4,089,347.20	2,398,896.60	1,910,500.00	703,670.26	2,166,862.00

Budget Worksheet



Fund: 505 - WATER & SEWER

Revenue

Division: 44200 - WATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
505-44200-344210	WATER RESIDENTIAL	691,098.25	723,311.26	690,000.00	303,037.55	700,000.00
505-44200-344211	WATER APTS./MH	363,474.32	417,676.79	350,000.00	179,126.08	385,000.00
505-44200-344212	WATER IRRIGATION	22,749.42	16,724.11	21,000.00	3,209.93	20,000.00
505-44200-344215	WATER COMMERCIAL	509,070.66	480,259.67	515,000.00	205,796.41	500,000.00
505-44200-344216	WATER BASE RESIDENTIAL	176,915.87	178,404.10	185,000.00	76,139.00	187,000.00
505-44200-344217	WATER BASE COMMERCIAL	125,654.00	128,429.00	135,000.00	53,876.00	135,000.00
505-44200-344220	WATER CONNECT	91,300.00	126,033.00	70,000.00	4,000.00	100,000.00
505-44200-344221	WATER 2ND FIRELINE METERS	2,062.80	2,062.80	2,000.00	859.50	2,000.00
505-44200-344223	WATER MISCELLANEOUS	708.15	-	100.00	-	100.00
505-44200-344290	LATE FEES	72,051.65	48,454.31	82,000.00	41,422.78	70,000.00
505-44200-344295	RECONNECT FEE	10,450.00	1,700.00	10,000.00	-	10,000.00
505-44200-344299	WATER IMPACT FEES	153,647.00	199,491.00	75,000.00	6,000.00	100,000.00
505-44200-361000	INTEREST REVENUES	-	-	100.00	-	100.00
505-44200-389040	FROM RESERVES	-	-	95,000.00	-	218,128.22
Division: 44200 - WATER Total:		2,219,182.12	2,322,546.04	2,230,200.00	873,467.25	2,427,328.22

Budget Worksheet



Fund: 510 - STORMWATER

Revenue

Division: 42500 - STORMWATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
510-00000-319900	PENALTY/INTEREST STRMWTR	981.43	1,164.54	-	1,018.00	-
510-00000-349700	STORMWATER FEES	501,465.45	994,337.44	1,100,000.00	4,757.48	1,300,000.00
510-00000-349800	STORMWATER FEES PRIOR YRS	25,053.25	29,375.36	30,000.00	43,832.85	30,000.00
510-00000-389040	FROM RESERVES	-	-	155,141.00	-	324,500.00
Division: 00000 - OPENING ENTRIES Total:		527,500.13	1,024,877.34	1,285,141.00	49,608.33	1,654,500.00

Budget Worksheet



Fund: 540 - SANITATION SOLID WASTE COLLECTION

Revenue

Division: 45200 - SANITATION SOLID WASTE COLLECTION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
540-00000-319901	PENALTY/INTEREST SANI	2,338.59	1,777.86	1,000.00	1,343.96	1,000.00
540-00000-344110	SAN-REVENUE	1,105,753.81	1,137,696.55	1,704,000.00	60,697.34	1,761,000.00
540-00000-344130	SAN-RECYCLED MAT REVENUE	1,801.20	1,219.10	2,000.00	-	2,000.00
540-00000-349801	SANI-PRIOR YEARS REVENUE	9,964.33	7,631.98	5,000.00	4,274.78	5,000.00
540-00000-381000	RENTS & ROYALTIES	99,873.73	83,340.19	130,000.00	34,018.32	130,000.00
540-00000-389040	FROM RESERVES	-	-	-	-	213,232.98
Division: 00000 - OPENING ENTRIES Total:		1,219,731.66	1,231,665.68	1,842,000.00	100,334.40	2,112,232.98

Budget Worksheet



Fund: 555 - MERLE MANDERS CONFERENCE CENTER

Revenue

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED REVENUES
555-00000-381000	RENTS & ROYALTIES	111,055.00	17,038.00	155,000.00	(9,660.00)	155,000.00
555-00000-381201	EQUIPMENT RENTAL	-	-	1,000.00	-	1,000.00
555-00000-381301	DANCE FLOOR RENTAL	-	-	5,000.00	-	5,000.00
555-00000-389004	KITCHEN RENTAL \$600	1,000.00	500.00	1,750.00	-	1,750.00
555-00000-389007	CANCELLATION FEE	2,400.00	-	1,250.00	-	1,250.00
555-00000-389018	CLIENT EVENT ATTENDANT	6,560.00	4,500.00	11,000.00	(1,350.00)	11,000.00
555-00000-389030	MISCELLANEOUS	950.00	-	1,000.00	-	1,000.00
555-00000-391100	OPERATING TRANSFERS IN	330,801.22	616,108.54	634,016.00	-	673,651.18
Division: 00000 - OPENING ENTRIES Total:		452,766.22	638,146.54	810,016.00	(11,010.00)	849,651.18

EXPENDITURES

Stockbridge



Where Community Connects



The City of Stockbridge

Budget Worksheet



Expense

Division: 11100 - GOVERNING BODY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-11100-511120	MAYOR	14,400.00	14,400.00	14,400.00	7,200.00	14,400.00
100-11100-511121	COUNCIL	60,000.00	60,000.00	60,000.00	30,000.00	60,000.00
100-11100-512100	GRP INSRNC MEDICAL/DENTAL	87,042.88	108,150.60	101,032.00	60,865.14	148,731.97
100-11100-512110	GROUP INSURANCE LIFE	117.30	115.75	300.00	68.75	300.00
100-11100-512111	GROUP INSURANCE VISION	585.30	570.84	627.00	304.62	627.00
100-11100-512200	MEDICARE 1.45%	1,025.52	1,067.08	1,200.00	539.40	1,200.00
100-11100-512400	PENSION	9,565.80	9,135.72	10,800.00	4,232.42	10,800.00
100-11100-512700	WORKER'S COMPENSATION	1,723.08	1,686.86	2,300.00	826.71	2,300.00
100-11100-512851	HRA DEDUCTIBLE	-	-	6,000.00	-	6,000.00
100-11100-521101	OFFICIAL/ADMINISTRATIVE	22,366.56	8,153.22	12,000.00	689.81	12,000.00
100-11100-521301	CODIFICATION	13,216.76	5,991.43	15,000.00	5,632.76	15,000.00
100-11100-522210	MAINTENANCE AGREEMENTS	615.88	-	-	-	-
100-11100-523242	CELL PHONES MAYOR	479.34	-	-	-	-
100-11100-523243	CELL PHONES COUNCIL 1	529.28	-	-	-	-
100-11100-523244	CELL PHONES COUNCIL 2	623.34	-	-	-	-
100-11100-523247	CELL PHONES COUNCIL 3	522.78	-	-	-	-
100-11100-523248	CELL PHONES COUNCIL 4	416.02	-	-	-	-
100-11100-523249	CELL PHONES COUNCIL 5	520.03	-	-	-	-
100-11100-523310	PUBLIC NOTICES	2,600.40	1,594.40	2,500.00	776.00	2,500.00
100-11100-523400	PRINTING & BINDING	2,910.19	857.82	4,000.00	-	4,000.00
100-11100-523502	TRAVEL MAYOR	3,775.34	3,569.27	5,000.00	1,642.00	5,000.00
100-11100-523503	TRAVEL COUNCIL 1	2,221.82	933.00	5,000.00	1,629.00	5,000.00
100-11100-523504	TRAVEL COUNCIL 2	5,006.77	1,308.70	5,000.00	1,332.00	5,000.00
100-11100-523505	TRAVEL COUNCIL 3	3,984.46	967.29	5,000.00	1,441.06	5,000.00
100-11100-523506	TRAVEL COUNCIL 4	8,710.51	1,202.79	5,000.00	1,278.00	5,000.00
100-11100-523507	TRAVEL COUNCIL 5	4,220.21	1,143.21	5,000.00	1,374.00	5,000.00
100-11100-523601	DUES & FEES MAYOR	-	20.00	100.00	-	100.00
100-11100-523602	DUES & FEES COUNCIL 1	-	-	100.00	-	100.00
100-11100-523603	DUES & FEES COUNCIL 2	-	-	100.00	-	100.00
100-11100-523604	DUES & FEES COUNCIL 3	-	-	100.00	-	100.00
100-11100-523605	DUES & FEES COUNCIL 4	-	-	100.00	-	100.00
100-11100-523606	DUES & FEES COUNCIL 5	-	-	100.00	-	100.00
100-11100-523702	EDUCATION & TRAINING MAYOR	4,769.50	1,777.84	5,000.00	1,270.00	5,000.00
100-11100-523703	EDUCATION & TRAINING COUNCIL 1	1,740.00	900.00	5,000.00	1,170.00	5,000.00
100-11100-523704	EDUCATION & TRAINING COUNCIL 2	3,530.00	1,717.84	5,000.00	920.00	5,000.00
100-11100-523705	EDUCATION & TRAINING COUNCIL 3	4,762.60	2,951.84	5,000.00	1,095.00	5,000.00
100-11100-523706	EDUCATION & TRAINING COUNCIL 4	2,853.00	3,094.00	5,000.00	1,610.00	5,000.00
100-11100-523707	EDUCATION & TRAINING COUNCIL 5	2,670.00	1,990.00	5,000.00	1,035.00	5,000.00
100-11100-523911	COUNCIL INITIATIVES MAYOR	3,170.41	360.99	5,000.00	55.00	5,000.00
100-11100-523912	COUNCIL INITIATIVES COUNCIL 1	12,435.96	9,504.52	5,000.00	9,788.07	5,000.00
100-11100-523913	COUNCIL INITIATIVES COUNCIL 2	10,146.12	1,599.97	5,000.00	1,600.70	5,000.00

100-11100-523914	COUNCIL INITIATIVES COUNCIL 3	2,738.75	852.79	5,000.00	389.91	5,000.00
100-11100-523915	COUNCIL INITIATIVES COUNCIL 4	4,326.14	2,495.07	5,000.00	669.70	5,000.00
100-11100-523916	COUNCIL INITIATIVES COUNCIL 5	5,128.67	7,746.70	5,000.00	4,320.51	5,000.00
100-11100-531110	COMPUTER EXPENSE	3,234.00	1,500.00	2,000.00	-	2,000.00
100-11100-531111	COMPUTER EXPENSE MAYOR	0.99	-	-	-	-
100-11100-531115	COMPUTER EXPENSE COUNCIL 2	-	-	-	-	-
100-11100-531116	COMPUTER EXPENSE COUNCIL 3	-	-	-	-	-
100-11100-531118	COMPUTER EXPENSE COUNCIL 5	-	-	-	-	-
100-11100-531130	OFFICE SUPPLIES	2,352.91	2,433.77	4,000.00	826.40	4,000.00
100-11100-531132	COMMITTEE SUPPLIES	1,566.48	55.00	-	-	-
100-11100-531700	MISCELLANEOUS EXPENSE	1,085.26	2,521.69	3,700.00	2,236.22	3,700.00
100-11100-531701	HOSPITALITY/FOOD/BEVERAGE	4,195.13	776.14	5,000.00	-	5,000.00
100-11100-531747	CIVIC EVENTS	11,635.82	2,296.72	8,000.00	2,720.29	8,000.00
100-11100-531748	YOUTH ADVISORY COUNCIL	21,469.78	10,918.11	21,500.00	4,119.83	21,500.00
100-11100-531751	UNIFORMS MAYOR	162.00	205.50	400.00	20.00	400.00
100-11100-531752	UNIFORMS COUNCIL 1	72.00	992.34	400.00	490.39	400.00
100-11100-531753	UNIFORMS COUNCIL 2	230.17	136.28	400.00	20.00	400.00
100-11100-531754	UNIFORMS COUNCIL 3	130.00	310.77	400.00	20.00	400.00
100-11100-531755	UNIFORMS COUNCIL 4	262.15	501.31	400.00	20.00	400.00
100-11100-531756	UNIFORMS COUNCIL 5	192.14	1,213.80	400.00	133.36	400.00
Division: 11100 - GOVERNING BODY Total:		352,039.55	279,720.97	367,359.00	154,362.05	415,058.97

Budget Worksheet



Expense

Division: 11300 - CITY CLERK

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-11300-511100	REGULAR EMPL. SALARIES	245,523.28	263,190.87	320,544.00	82,585.84	345,173.93
100-11300-511300	OVERTIME	2,090.27	173.14	200.00	87.10	200.00
100-11300-512100	GRP INSRNC MEDICAL/DENTAL	51,687.90	72,797.36	72,000.00	47,580.54	123,953.94
100-11300-512101	FEES GRP INS	-	-	1,500.00	-	1,500.00
100-11300-512110	GROUP INSURANCE LIFE	904.43	837.01	900.00	490.49	900.00
100-11300-512111	GROUP INSURANCE VISION	446.69	503.15	514.00	238.80	514.00
100-11300-512200	MEDICARE 1.45%	3,398.43	3,763.30	3,500.00	1,163.35	3,500.00
100-11300-512400	PENSION	28,954.20	27,914.64	35,000.00	13,469.04	35,000.00
100-11300-512600	UNEMPLOYMENT INSURANCE	-	-	3,000.00	-	3,000.00
100-11300-512700	WORKER'S COMPENSATION	1,530.66	1,833.56	2,500.00	895.96	2,500.00
100-11300-512800	EMPLOYEE ASSISTANCE PROG.	-	-	750.00	-	750.00
100-11300-512851	HRA DEDUCTIBLE	4,467.82	-	4,000.00	-	10,000.00
100-11300-522341	COPIER RENTAL	806.85	2,291.49	1,625.00	1,345.66	1,625.00
100-11300-523231	CELL PHONES	292.74	1,496.40	-	-	-
100-11300-523400	PRINTING & BINDING	503.55	620.11	5,000.00	-	5,000.00
100-11300-523500	TRAVEL	9,126.93	664.63	9,000.00	1,402.20	9,500.00
100-11300-523600	DUES & FEES	231.00	732.88	500.00	374.00	1,000.00
100-11300-523700	EDUCATION & TRAINING	6,215.11	1,672.82	9,000.00	1,885.17	9,800.00
100-11300-523850	PERSONNEL SERVICE	29,917.92	-	-	-	-
100-11300-523940	POSTAGE	75.00	270.49	500.00	80.39	500.00
100-11300-531110	COMPUTER EXPENSE	942.95	1,708.98	-	-	-
100-11300-531120	ELECTION EXPENSE	18,906.30	4,278.98	25,000.00	132.00	3,000.00
100-11300-531130	OFFICE SUPPLIES	2,177.95	2,158.91	3,000.00	1,713.66	5,000.00
100-11300-531140	SUPPLIES & MATERIALS	1,405.77	2,606.31	3,000.00	2,845.36	5,000.00
100-11300-531600	SMALL EQUIPMENT - NON CAPITAL	395.52	-	2,000.00	-	4,000.00
100-11300-531725	PROMOTIONAL ITEMS	5,206.86	3,115.41	5,000.00	-	5,000.00
100-11300-531750	UNIFORMS	844.03	1,049.48	1,200.00	793.36	1,500.00
100-11300-542400	COMPUTER SOFTWARE	-	6,296.50	7,000.00	5,582.50	5,000.00
Division: 11300 - CITY CLERK Total:		416,052.16	399,976.42	516,233.00	162,665.42	582,916.87

Budget Worksheet



Expense

Division: 13000 - EXECUTIVE

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-13000-511100	REGULAR EMPL. SALARIES	402,620.52	400,680.99	291,481.00	160,085.61	301,382.80
100-13000-511300	OVERTIME	288.96	-	-	-	-
100-13000-512100	GRP INSRNC MEDICAL/DENTAL	59,318.53	71,279.78	82,227.00	32,005.62	90,450.00
100-13000-512110	GROUP INSURANCE LIFE	1,084.74	1,067.88	1,200.00	427.33	1,800.00
100-13000-512111	GROUP INSURANCE VISION	414.84	382.08	380.00	162.12	380.00
100-13000-512200	MEDICARE 1.45%	6,262.75	5,717.97	6,000.00	2,270.23	7,000.00
100-13000-512400	PENSION	2,480.04	2,368.56	2,800.00	1,122.43	4,200.00
100-13000-512401	RETIREMENT CONTRIBUTION	16,183.89	17,423.98	26,000.00	3,877.08	39,000.00
100-13000-512600	UNEMPLOYMENT INSURANCE	-	-	2,400.00	-	2,500.00
100-13000-512700	WORKER'S COMPENSATION	1,845.77	1,466.86	2,000.00	717.46	3,000.00
100-13000-512800	EMPLOYEE ASSISTANCE PROG.	-	-	400.00	-	600.00
100-13000-512850	HRA REIMBURSEMENT	-	300.00	2,000.00	-	6,000.00
100-13000-521201	PROFESSIONAL SERVICES	-	-	-	-	20,000.00
100-13000-522000	ROW LANDSCAPING	14,158.60	7,722.87	-	-	-
100-13000-522320	RENTAL OF EQUIP & VEHICLE	1,813.60	-	-	-	-
100-13000-522341	COPIER RENTAL	-	50.65	2,500.00	431.37	2,500.00
100-13000-523251	CELL PHONES	1,197.43	1,496.40	-	-	-
100-13000-523400	PRINTING & BINDING	1,081.50	294.27	1,500.00	-	1,000.00
100-13000-523500	TRAVEL	10,197.68	1,517.29	9,000.00	538.95	9,000.00
100-13000-523600	DUES & FEES	7,733.00	4,418.50	3,000.00	2,315.00	5,000.00
100-13000-523700	EDUCATION & TRAINING	6,438.24	421.72	8,000.00	2,235.00	10,000.00
100-13000-531110	COMPUTER EXPENSE	6,780.29	6,799.63	-	1,963.87	-
100-13000-531130	OFFICE SUPPLIES	1,892.45	2,395.00	3,500.00	148.15	3,500.00
100-13000-531140	SUPPLIES & MATERIALS	-	408.46	-	-	-
100-13000-531700	MISCELLANEOUS EXPENSE	11,054.27	8,792.90	1,500.00	4,179.56	2,500.00
100-13000-531701	HOSPITALITY/FOOD/BEVERAGE	5,576.19	206.28	5,000.00	343.81	5,000.00
100-13000-531750	UNIFORMS	305.32	1,229.94	1,000.00	128.12	1,000.00
100-13000-571000	ABATEMENT PROGRAM	73,162.25	-	-	-	-
100-13000-579000	CONTINGENCIES	112,275.02	42,066.12	100,000.00	24,359.10	100,000.00
Division: 13000 - EXECUTIVE Total:		744,165.88	578,508.13	551,888.00	237,310.81	615,812.80

Budget Worksheet



Expense

Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15100-511100	REGULAR EMPL SALARIES	281,944.07	415,461.52	477,160.00	197,899.27	501,265.74
100-15100-511300	OVERTIME	603.58	485.33	500.00	75.64	400.00
100-15100-512100	GRP INSRNC MEDICAL/DENTAL	62,822.36	124,995.14	148,863.00	69,579.86	172,075.79
100-15100-512101	FEES GRP INS	1,268.25	1,377.50	2,100.00	622.25	2,400.00
100-15100-512110	GROUP INSURANCE LIFE	1,023.79	1,442.10	1,300.00	928.78	1,485.71
100-15100-512111	GROUP INSURANCE VISION	436.32	612.60	709.00	347.96	709.00
100-15100-512200	MEDICARE 1.45%	4,221.30	5,936.23	5,000.00	2,833.64	5,714.29
100-15100-512400	PENSION	34,745.05	38,713.45	46,000.00	17,694.58	52,571.43
100-15100-512600	UNEMPLOYMENT INSURANCE	-	-	4,200.00	-	4,200.00
100-15100-512700	WORKER'S COMPENSATION	2,223.79	2,566.95	3,500.00	1,257.20	4,000.00
100-15100-512800	EMPLOYEE ASSISTANCE PROG.	1,286.64	1,140.85	1,100.00	665.85	1,257.14
100-15100-512851	HRA DEDUCTIBLE	2,050.00	-	7,000.00	-	10,000.00
100-15100-521100	CONSULTANT FEES	73,431.63	28,899.13	25,000.00	-	25,000.00
100-15100-521210	ACCOUNTING,ANNUAL AUDIT	47,175.00	45,395.00	50,000.00	43,000.00	55,000.00
100-15100-521217	LEGAL	170,683.19	-	-	-	-
100-15100-521218	LEGAL, OTHER	-	(733.44)	-	-	-
100-15100-521223	PAYROLL FEES	12,284.38	12,935.18	18,162.13	3,036.77	43,000.00
100-15100-521335	SHREDING	1,218.45	-	-	-	-
100-15100-522210	MAINTENANCE AGREEMENTS	45,863.05	45,669.33	45,000.00	45,047.71	47,000.00
100-15100-522230	EQUIPMENT REPAIRS	-	-	-	-	-
100-15100-522250	AUTO & TRUCK REPAIR	1,595.92	-	-	-	-
100-15100-522320	RENTAL OF EQUIP & VEHICLE	3,120.34	504.00	5,000.00	252.00	-
100-15100-522341	COPIER RENTAL	557.79	2,471.63	2,500.00	2,250.63	3,000.00
100-15100-523110	INSURANCE GEN. LIABILITY	1,713.89	-	-	-	-
100-15100-523231	CELL PHONES	1,280.55	2,556.02	-	-	-
100-15100-523240	AT&T CLUB SERVICE	9,495.07	10,637.82	10,000.00	6,409.81	10,000.00
100-15100-523246	TELECOMMUNICATION	22,447.52	21,027.39	35,000.00	11,171.31	35,000.00
100-15100-523300	ADVERTISING	-	-	500.00	-	500.00
100-15100-523310	PUBLIC NOTICES	685.60	688.00	-	-	-
100-15100-523400	PRINTING & BINDING	695.11	750.47	500.00	-	500.00
100-15100-523500	TRAVEL	5,398.29	149.17	4,000.00	83.00	6,000.00
100-15100-523600	DUES & FEES	12,464.17	1,413.00	2,000.00	1,192.00	2,500.00
100-15100-523700	EDUCATION & TRAINING	4,552.00	5,423.50	9,000.00	1,502.00	12,000.00
100-15100-523850	PERSONNEL SERVICE	95,075.63	-	8,000.00	-	-
100-15100-523851	INTERN HELP	3,585.58	168.00	-	-	-
100-15100-523855	CONTRACT SERVICES	-	-	5,000.00	-	-
100-15100-523901	BANK CHARGES	3,067.94	(2,914.95)	5,000.00	101.78	5,000.00
100-15100-523909	CREDIT CARD EXPENSES	10,261.90	17,821.63	5,000.00	13,487.18	5,000.00
100-15100-523936	HR EXPENSES	250.00	-	-	-	-
100-15100-523940	POSTAGE	2,484.83	1,136.87	10,000.00	668.50	12,000.00
100-15100-523945	WEB SITE	5,400.00	-	-	-	-
100-15100-531110	COMPUTER EXPENSE	4,328.47	13,650.46	-	2,893.00	-
100-15100-531130	OFFICE SUPPLIES	4,188.62	3,734.78	3,000.00	1,611.22	3,500.00
100-15100-531140	SUPPLIES & MATERIALS	10,775.91	31.99	3,000.00	136.84	3,000.00
100-15100-531142	HAND TOOLS & SMALL EQUIP.	241.53	-	-	-	-
100-15100-531700	MISCELLANEOUS EXPENSE	13,311.92	11,800.83	3,000.00	(2,891.66)	3,000.00
100-15100-531701	HOSPITALITY/FOOD/BEVERAGE	854.75	-	1,000.00	-	500.00

100-15100-531705	HOLIDAY GALA	-	350.00	-	-	-
100-15100-531750	UNIFORMS	541.49	616.77	500.00	7.00	600.00
100-15100-541406	STORM WATER/PROPERTY TAX	9,767.95	18,884.47	10,000.00	-	10,000.00
100-15100-542300	FURNITURE & FIXTURES	1,165.02	-	1,000.00	1,290.00	500.00
100-15100-542400	COMPUTER SOFTWARE	-	2,750.00	17,000.00	15,290.00	17,000.00
100-15100-542500	EQUIPMENT	-	-	500.00	-	1,000.00
100-15100-579000	CONTINGENCIES	-	(91.00)	-	-	-
Division: 15100 - FINANCIAL ADMINISTRATION Total:		972,588.64	838,457.72	976,094.13	438,444.12	1,056,679.10

Budget Worksheet



Expense

Division: 15110 - NON-DEPARTMENTAL

Account Number	Account Description					FY 2022
		FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	PROPOSED EXPENDITURES
100-15110-521100	CONSULTANT FEES	-	24,303.00	30,000.00	30,985.00	80,000.00
100-15110-521217	LEGAL	-	169,098.50	200,000.00	145,103.39	300,000.00
100-15110-521218	LEGAL, OTHER	-	11,765.71	30,000.00	5,374.02	30,000.00
100-15110-521335	SHREDING	-	538.83	2,500.00	375.38	3,000.00
100-15110-522250	AUTO & TRUCK REPAIR (ADMIN. VEHICLES)	-	1,829.11	2,500.00	157.14	3,000.00
100-15110-523600	DUES & FEES (GMA DUES)	-	11,090.32	12,000.00	9,950.30	12,000.00
100-15110-523945	WEBSITE	-	1,920.00	5,000.00	-	5,000.00
100-15110-531140	SUPPLIES & MATERIALS (CITY HALL)	-	7,355.63	15,000.00	3,882.87	15,000.00
100-15110-531710	CHRISTMAS DECORATIONS	-	620.60	20,000.00	-	20,000.00
100-15110-542402	AGENDA SOFTWARE	-	3,599.99	8,000.00	4,199.99	8,000.00
100-15110-542403	CITY-WIDE DIGITAL SOFTWARE CONVERSION	-	269.00	25,000.00	10,631.00	25,000.00
100-15110-542404	APP SOFTWARE	-	2,000.00	10,000.00	10,000.00	10,000.00
100-15110-571000	ABATEMENT PROGRAM	-	40,225.00	80,000.00	-	80,000.00
Division: 15110 - NON-DEPARTMENTAL Total:		-	274,615.69	440,000.00	220,659.09	591,000.00

Budget Worksheet



Expense

Division: 15160- BUSINESS SERVICES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15160-511100	REGULAR SALARIES	92,508.72	97,600.05	98,998.00	41,283.53	143,751.38
100-15160-511300	OVERTIME	87.74	14.47	-	-	-
100-15160-512100	GRP INSRNC MEDICAL/DENTAL	24,787.87	35,523.01	40,370.00	24,036.10	66,609.21
100-15160-512110	GROUP INSURANCE LIFE	351.36	362.76	550.00	216.63	825.00
100-15160-512111	GROUP INSURANCE VISION	178.14	191.04	192.00	95.92	288.00
100-15160-512200	MEDICARE 1.45%	1,301.58	1,376.34	1,200.00	567.58	1,800.00
100-15160-512400	PENSION	11,071.56	10,573.80	12,500.00	4,763.59	18,750.00
100-15160-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	3,000.00
100-15160-512700	WORKER'S COMPENSATION	1,498.32	1,466.86	2,000.00	717.46	3,000.00
100-15160-512851	HRA DEDUCTIBLE	281.98	-	2,000.00	-	6,000.00
100-15160-521201	PROFESSIONAL FEES	-	-	500.00	-	7,000.00
100-15160-521300	TECHNICAL SERVICES	-	-	500.00	-	-
100-15160-521310	SOFTWARE	-	-	4,000.00	656.25	4,000.00
100-15160-522210	MAINTENANCE AGREEMENT	808.63	2,415.00	1,500.00	902.08	1,500.00
100-15160-522341	COPIER RENTAL	-	1,510.08	1,700.00	964.84	1,700.00
100-15160-523231	CELL PHONES	149.82	765.52	-	-	-
100-15160-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-15160-523300	ADVERTISEMENT	-	-	1,600.00	-	800.00
100-15160-523400	PRINTING & BINDING	1,845.23	3,146.34	1,800.00	113.91	1,800.00
100-15160-523500	TRAVEL	1,319.24	342.80	2,000.00	-	1,000.00
100-15160-523600	DUES & FEES	120.00	140.00	500.00	140.00	200.00
100-15160-523700	EDUCATION & TRAINING	748.00	344.50	3,000.00	-	1,000.00
100-15160-523721	BUSINESS RETENTION	-	-	1,000.00	-	500.00
100-15160-523850	PERSONNEL SERVICES	-	5,323.50	-	-	-
100-15160-523940	POSTAGE	6,107.04	1,086.41	6,000.00	339.35	6,000.00
100-15160-531110	COMPUTER EXPENSE	140.53	1,534.54	-	-	-
100-15160-531132	S BUSINESS ASSOCIATION SUPPLIES	541.03	-	-	-	-
100-15160-531140	SUPPLIES & MATERIALS	4,030.65	2,858.23	2,700.00	1,261.39	2,700.00
100-15160-531600	SMALL EQUIPMENT - NON CAPITAL	1,815.70	256.47	2,200.00	-	1,000.00
100-15160-531701	HOSPITALITY/FOOD/BEVERAGE	370.91	-	500.00	-	500.00
100-15160-531725	PROMOTIONAL ITEMS	-	-	1,000.00	-	1,000.00
100-15160-531750	UNIFORMS	-	142.77	400.00	-	200.00

Division: 15160 - BUSINESS SERVICES Total:

150,064.05 166,974.49 190,710.00 76,058.63 274,923.59

Budget Worksheet



Expense

Division: 15350 - INFORMATION TECHNOLOGY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15350-521211	IT Services for Governing Body	25,888.43	44,327.56	-	-	-
100-15350-521212	IT Services for Executive	15,889.35	35,623.54	-	-	-
100-15350-521213	IT Services for Administration	44,044.73	88,640.17	-	-	-
100-15350-521214	IT Services for Government Buildings	6,333.51	10,434.41	-	-	-
100-15350-521215	IT Services for Courts	7,498.68	17,646.53	-	-	-
100-15350-521216	IT Services for Public Works	14,276.32	24,860.43	-	-	-
100-15350-521217	IT Services for Code Enforcement	6,479.42	7,549.10	-	-	-
100-15350-521218	IT Services for Main Street	6,630.54	14,761.87	-	-	-
100-15350-521219	IT Services for Planning	6,540.86	11,473.45	-	-	-
100-15350-521220	IT Services for Business Services	6,479.36	11,848.39	-	-	-
100-15350-521351	IT SERVICES (CONTRACTED)	-	-	294,582.00	136,103.27	336,830.00
100-15350-521352	IT SERVICES FOR PHONE SYSTEM	-	-	62,044.00	24,103.21	84,000.00
100-15350-521353	IT SERVICES FOR INTERNET SERVICES	-	-	48,700.00	2,188.17	65,700.00
100-15350-531110	COMPUTER EXPENSE	139,787.30	23,838.17	40,000.00	21,934.09	20,730.00
100-15350-541400	Computer NETWORK INFRASTRUCTURE	98,178.46	165,195.66	55,300.00	18,512.40	116,200.00
100-15350-541488	IT CAPITAL PROJECTS	-	-	40,000.00	-	14,122.00
Division: 15350 - INFORMATION TECHNOLOGY Total:		378,026.96	456,199.28	540,626.00	202,841.14	637,582.00

Budget Worksheet



Expense

Division: 15400 - HUMAN RESOURCES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15400-511100	REGULAR EMPL. SALARIES	82,442.73	88,533.99	86,400.00	39,635.85	144,875.62
100-15400-512100	GRP INSRNC MEDICAL/DENTAL	8,536.10	12,236.66	13,789.00	6,885.24	32,612.27
100-15400-512101	FEES GRP INS	-	-	-	-	-
100-15400-512110	GROUP INSURANCE LIFE	288.84	277.68	320.00	178.92	340.00
100-15400-512111	GROUP INSURANCE VISION	56.79	67.68	68.00	36.12	135.00
100-15400-512200	MEDICARE 1.45%	817.66	1,282.18	844.00	560.81	1,600.00
100-15400-512400	PENSION	5,790.84	5,530.44	10,000.00	3,960.55	20,000.00
100-15400-512600	UNEMPLOYMENT INSURANCE	-	-	600.00	-	1,200.00
100-15400-512700	WORKER'S COMPENSATION	383.30	366.70	500.00	178.50	1,000.00
100-15400-512800	EMPLOYEE ASSISTANCE PROG.	-	-	150.00	-	300.00
100-15400-512851	HRA	-	-	2,000.00	-	4,000.00
100-15400-521100	CONSULTANT FEES	16,390.00	8,500.00	15,000.00	2,702.33	10,000.00
100-15400-522210	MAINTENANCE AGEEMENTS	57.16	114.32	5,000.00	57.16	5,000.00
100-15400-522230	EQUIPMENT REPAIRS	-	-	500.00	-	500.00
100-15400-522320	RENTAL OF EQUIP & VEHICLE	-	-	-	2,530.65	-
100-15400-522341	COPIER RENTAL	-	50.65	608.00	431.37	700.00
100-15400-523110	INSURANCE GEN. LIABILITY	142,097.62	155,808.80	190,000.00	85,400.91	190,000.00
100-15400-523231	CELL PHONES	178.53	374.10	-	-	-
100-15400-523300	ADVERTISING	195.00	209.45	300.00	1,258.15	1,500.00
100-15400-523400	PRINTING & BINDING	650.41	294.27	500.00	356.25	500.00
100-15400-523500	TRAVEL	1,092.00	1,529.70	3,500.00	83.00	3,500.00
100-15400-523600	DUES & FEES	415.83	423.00	750.00	423.00	500.00
100-15400-523700	EDUCATION & TRAINING	542.32	1,436.50	10,000.00	655.00	10,000.00
100-15400-523708	TRAINING & DEVELOPMENT	-	27,204.00	25,637.87	14,400.00	25,000.00
100-15400-523850	PERSONNEL SERVICE	21,087.93	-	18,000.00	-	15,000.00
100-15400-523851	INTERN HELP	11,679.00	1,268.25	5,000.00	460.00	5,000.00
100-15400-523855	CONTRACT SERVICES	8,965.00	4,341.80	5,000.00	749.55	5,000.00
100-15400-523909	CREDIT CARD EXPENSES	586.16	544.45	4,000.00	-	4,000.00
100-15400-523930	DRUG TESTING, VACCINES	2,708.98	1,618.34	5,000.00	220.00	5,000.00
100-15400-523936	HR EXPENSES	2,168.55	1,282.80	3,000.00	1,152.29	3,000.00
100-15400-523937	HEALTH & WELLNESS	19,355.09	36,277.32	38,450.00	38,693.57	42,000.00
100-15400-523940	POSTAGE	75.00	149.75	2,000.00	72.14	1,000.00
100-15400-531110	COMPUTER EXPENSE	2,185.71	-	-	-	2,500.00
100-15400-531130	OFFICE SUPPLIES	265.23	51.64	200.00	316.47	500.00
100-15400-531700	MISCELLANEOUS EXPENSE	430.33	608.48	400.00	776.82	1,000.00
100-15400-531701	HOSPITALITY/FOOD/BEVERAGE	6,024.81	2,900.01	4,000.00	-	4,000.00
100-15400-531710	CHRISTMAS DECORATIONS	-	-	5,000.00	-	5,000.00
100-15400-531750	UNIFORM	222.07	-	-	185.34	200.00
100-15400-542300	FURNITURE & FIXTURE	-	-	450.00	-	450.00
100-15400-542500	EQUIPMENT	-	-	500.00	-	500.00
100-15400-573200	LIABILITY INSURANCE DEDUCT	-	-	-	-	-
Division: 15400 - HUMAN RESOURCES Total:		335,688.99	353,282.96	457,466.87	202,359.99	547,412.89

Budget Worksheet



Expense

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-15650-511100	REGULAR EMPL. SALARIES	145,311.03	158,501.96	157,857.00	62,713.40	161,489.29
100-15650-511300	OVERTIME	6,358.30	1,343.68	10,000.00	1,065.66	10,000.00
100-15650-512100	GRP INSRNC MEDICAL/DENTAL	48,199.74	72,287.87	68,350.00	40,695.30	92,531.82
100-15650-512110	GROUP INSURANCE LIFE	551.84	581.52	1,500.00	348.18	1,500.00
100-15650-512111	GROUP INSURANCE VISION	335.10	379.80	313.00	202.68	313.00
100-15650-512200	MEDICARE 1.45%	2,182.67	2,245.38	2,200.00	901.66	2,200.00
100-15650-512400	PENSION	19,485.84	18,609.84	22,000.00	8,413.84	22,000.00
100-15650-512700	WORKER'S COMPENSATION	1,872.85	1,833.56	2,500.00	895.96	2,500.00
100-15650-512851	HRA, DEDUCTIBLE	2,000.00	-	3,000.00	-	3,000.00
100-15650-521200	PROFESSIONAL FEES	850.00	-	15,000.00	-	15,000.00
100-15650-521222	IT TOTAL TECH	-	-	-	-	-
100-15650-521230	ENGINEERING FEES	-	216.00	10,000.00	-	10,000.00
100-15650-522210	MAINTENANCE AGREEMENTS	11,281.36	10,170.68	50,000.00	14,958.21	125,000.00
100-15650-522216	LANDSCAPING/PLANTS NEW CH	-	-	-	-	-
100-15650-522218	CLEANING - COURT	-	-	-	-	-
100-15650-522219	LANDSCAPING	118,229.00	96,831.00	150,000.00	83,077.13	175,000.00
100-15650-522220	MAINTENANCE & CLEANING	-	46,150.14	-	485.00	-
100-15650-522224	FOUNTAIN MAINTENANCE	1,257.23	14,784.50	15,000.00	755.00	30,000.00
100-15650-522230	EQUIPMENT REPAIRS	55,701.25	8,663.75	10,000.00	444.00	10,000.00
100-15650-522250	AUTO & TRUCK REPAIR	75.00	776.06	2,000.00	189.43	2,000.00
100-15650-522310	Rental of Land and Building	54.67	1,301.87	1,000.00	609.66	1,000.00
100-15650-522320	RENTAL OF EQUIP & VEHICLE	-	-	1,000.00	-	1,000.00
100-15650-522321	FACILITY CLEANING CITY HALL	37,074.00	36,134.65	50,000.00	15,333.75	52,000.00
100-15650-522322	FACILITY CLEANING MMCC	23,164.80	43,702.66	40,000.00	9,676.71	43,000.00
100-15650-522323	FACILITY CLEANING TSCC	7,200.00	7,066.25	15,000.00	3,000.00	15,000.00
100-15650-522324	FACILITY CLEANING MUNICIPAL COURT	9,859.05	9,241.12	20,000.00	3,924.80	21,000.00
100-15650-522325	FACILITY CLEANING MAINTENANCE SHOP	-	-	8,000.00	-	11,000.00
100-15650-522326	FACILITY CLEANING WWTP	2,400.00	2,360.25	8,000.00	1,000.00	8,000.00
100-15650-522319	FACILITY CLEANING PUBLIC WORKS BLDG	-	-	-	-	15,000.00
100-15650-522327	MAINTENANCE & CLEANING CITY HALL	12,423.92	113.24	-	-	-
100-15650-522328	MAINTENANCE & CLEANING MMCC	13,154.77	47.48	-	1,069.74	-
100-15650-522329	MAINTENANCE & CLEANING TSCC	5,434.55	-	-	-	-
100-15650-522330	MAINTENANCE & CLEANING MUNICIPAL COURT	22,469.26	8,545.00	-	395.22	-
100-15650-522331	MAINTENANCE & CLEANING MAINTENANCE SHOP	9,451.60	-	-	-	-
100-15650-522332	MAINTENANCE & CLEANING WWTP	2,729.70	-	-	-	-
100-15650-522333	EQUIPMENT REPAIRS CITY HALL	9,800.73	8,688.05	10,000.00	14,819.83	10,000.00
100-15650-522334	EQUIPMENT REPAIRS MMCC	3,077.66	2,262.84	10,000.00	4,860.00	10,000.00
100-15650-522335	EQUIPMENT REPAIRS TSCC	4,030.98	2,686.00	7,500.00	-	7,500.00
100-15650-522336	EQUIPMENT REPAIRS MUNICIPAL COURT	21,254.60	6,871.32	7,500.00	-	7,500.00
100-15650-522337	EQUIPMENT REPAIRS MAINTENANCE SHOP	198.00	-	5,000.00	-	5,000.00
100-15650-522338	EQUIPMENT REPAIRS WWTP	388.92	1,065.90	5,000.00	-	5,000.00
100-15650-522339	EQUIPMENT REPAIRS PUBLIC WORKS BLDG	-	-	-	-	5,000.00
100-15650-523231	CELL PHONES	519.09	1,139.62	-	-	-
100-15650-523310	PUBLIC NOTICES	-	244.00	-	274.00	-
100-15650-523600	DUES & FEES	202.00	-	-	-	-
100-15650-523700	EDUCATION & TRAINING	-	562.50	1,000.00	-	2,500.00
100-15650-531110	COMPUTER EXPENSE	8,081.76	-	-	-	-
100-15650-531130	OFFICE SUPPLIES	-	-	-	-	500.00

100-15650-531140	SUPPLIES & MATERIALS	9,893.62	3,793.03	15,000.00	822.94	15,000.00
100-15650-531142	HAND TOOLS & SMALL EQUIP.	1,158.53	246.92	10,000.00	61.67	10,000.00
100-15650-531143	SECURITY UPGRADE	9,157.70	592.00	15,000.00	66,487.40	35,000.00
100-15650-531222	GA POWER ELECTRICITY	-	-	18,000.00	-	18,000.00
100-15650-531224	GA PWR,LIGHTS,TAG OFFICE	2,161.46	2,051.61	3,000.00	1,018.01	3,000.00
100-15650-531225	GA PWR,4640 CITY HALL	71,864.86	72,013.86	65,000.00	36,380.32	75,000.00
100-15650-531271	Admin Vehicles	3,467.76	357.19	-	254.49	-
100-15650-531280	Cable	1,039.11	937.26	1,700.00	-	1,700.00
100-15650-531290	CABLE	-	815.17	-	-	-
100-15650-531700	MISCELLANEOUS EXPENSE	367.41	1,875.46	3,000.00	-	3,000.00
100-15650-531720	SIGNS	65.55	264.40	2,500.00	-	2,500.00
100-15650-531740	TIRE EXPENSE	-	556.36	1,000.00	-	1,000.00
100-15650-531750	UNIFORMS	1,319.18	454.76	2,000.00	517.25	2,000.00
100-15650-541302	NEW ADMINISTRATION BLDG.	-	-	10,000.00	-	10,000.00
100-15650-541333	BUILDING IMPROVEMENTS MUNICIPAL COURT	9,550.00	-	5,500.00	-	5,500.00
100-15650-542200	VEHICLES	-	-	-	34,452.30	-
100-15650-542300	FURNITURE & FIXTURES	431.38	-	5,000.00	-	5,000.00
100-15650-542400	COMPUTER SOFTWARE	-	3,567.00	4,000.00	3,539.33	7,000.00
100-15650-542500	EQUIPMENT	492,939.76	160,543.47	15,000.00	-	15,000.00
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		1,210,077.59	813,476.98	884,420.00	413,642.87	1,091,234.11

Budget Worksheet



Expense

Division: 25000 - MUNICIPAL COURT

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021	FY 2022
		ACTUAL	ACTUAL	BUDGET	YTD ACTUAL	PROPOSED EXPENDITURES
100-25000-511140	JUDGE	4,800.00	2,175.68	4,800.00	1,200.00	65,000.00
100-25000-511141	SOLICITOR	2,275.00	-	4,200.00	-	50,000.00
100-25000-511142	COURT CLERK & ASSISTANTS	77,316.59	90,458.12	91,128.00	40,742.20	132,164.00
100-25000-511300	OVERTIME	100.96	19.50	-	-	-
100-25000-512100	GRP INSRNC MEDICAL/DENTAL	37,751.38	60,408.20	68,350.00	33,984.06	109,878.77
100-25000-512110	GROUP INSURANCE LIFE	239.68	329.04	2,040.00	204.05	2,040.00
100-25000-512111	GROUP INSURANCE VISION	255.36	312.12	313.00	166.56	448.00
100-25000-512200	MEDICARE 1.45%	1,195.82	1,305.40	4,090.00	586.73	4,090.00
100-25000-512400	PENSION	13,994.40	13,365.24	15,800.00	6,212.74	15,800.00
100-25000-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-25000-512700	WORKER'S COMPENSATION	4,547.54	4,400.52	6,000.00	2,153.14	6,000.00
100-25000-512851	HRA, DEDUCTIBLE	-	-	3,000.00	-	3,000.00
100-25000-521221	LEGAL - INDIGENT	3,250.00	750.00	500.00	-	5,000.00
100-25000-521225	INTERPRETER	16.15	-	100.00	-	500.00
100-25000-521226	ZSI PROBATION	484.00	-	500.00	-	5,000.00
100-25000-521301	CODIFICATION	362.16	388.81	400.00	397.01	400.00
100-25000-521310	COURT SOFTWARE	2,599.56	4,750.00	6,000.00	3,000.00	10,000.00
100-25000-521335	SHREDDING	75.00	-	100.00	-	100.00
100-25000-522210	MAINTENANCE AGREEMENTS	1,359.09	342.98	1,000.00	171.49	1,000.00
100-25000-522230	EQUIPMENT REPAIRS	-	-	500.00	-	500.00
100-25000-522320	RENTAL OF EQUIP & VEHICLE	2,819.04	914.00	1,500.00	-	1,500.00
100-25000-522341	COPIER RENTAL	597.15	2,400.65	1,800.00	1,410.05	1,800.00
100-25000-523220	GEORGIA TECHNOLOGY AUTH.	55.20	54.30	150.00	26.70	150.00
100-25000-523231	CELL PHONES	103.91	374.10	-	-	375.00
100-25000-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-25000-523400	PRINTING & BINDING	0.01	44.32	150.00	-	1,000.00
100-25000-523500	TRAVEL	887.93	-	1,800.00	-	2,500.00
100-25000-523600	DUES & FEES	100.00	-	1,000.00	-	1,000.00
100-25000-523700	EDUCATION & TRAINING	550.00	536.19	1,000.00	-	2,500.00
100-25000-523860	P O SALARIES - EXTRA DUTY	5,540.00	2,520.00	5,000.00	1,260.00	10,000.00
100-25000-523902	CREDIT CARD EXPENSES	-	-	-	-	1,500.00
100-25000-523940	POSTAGE	75.00	149.75	225.00	72.14	1,000.00
100-25000-531110	COMPUTER EXPENSE	9,543.92	1,380.00	-	-	5,000.00
100-25000-531130	OFFICE SUPPLIES	1,022.62	573.78	1,000.00	168.19	1,500.00
100-25000-531140	SUPPLIES & MATERIALS	-	423.28	1,500.00	-	1,000.00
100-25000-531211	NTRL GAS,4545 MUNI COURT	1,985.25	1,627.47	1,000.00	715.05	1,000.00
100-25000-531227	GA PWR,4602 MUNICIPAL CRT	14,104.54	11,337.04	5,550.00	4,686.41	5,550.00
100-25000-531280	CABLE COURTS	-	-	-	-	-
100-25000-531700	MISCELLANEOUS EXPENSE	152.65	-	800.00	-	800.00
100-25000-531710	CHRISTMAS DECORATIONS	-	-	250.00	-	250.00

100-25000-531720	SIGNS	-	-	225.00	-	500.00
100-25000-531750	UNIFORMS	136.58	63.00	350.00	-	350.00
100-25000-542300	FURNITURE & FIXTURES	1,999.80	-	800.00	-	8,000.00
100-25000-542400	COMPUTER SOFTWARE	-	-	1,800.00	-	1,800.00
100-25000-573001	BRAIN & SPINAL INJURY	782.12	180.60	40.00	74.74	1,900.00
100-25000-573002	STATE PROBATION SYS FUND	25.00	100.00	50.00	-	800.00
100-25000-573003	FINES 10% JAIL	3,608.33	1,673.27	1,860.00	1,323.39	1,900.00
100-25000-573004	VICTIMS ASSIST. FUND	2,042.99	803.05	1,400.00	694.94	1,000.00
100-25000-573005	BOND REFUND	13,442.00	4,525.00	-	-	12,500.00
100-25000-573006	GA CRIME VICTIM'S FUND	26.00	52.00	50.00	-	550.00
100-25000-573007	CTY DRUG ABUSE TR AND EDU	599.73	1,177.16	500.00	-	6,500.00
100-25000-573008	P. O. A&B FUND	2,191.71	859.72	1,300.00	1,059.23	10,000.00
100-25000-573009	P. O. TRAINING FUND	3,045.30	1,361.10	2,000.00	1,014.99	10,000.00
100-25000-573010	INDIGENT DEFENSE FUND	4,034.09	1,675.72	2,300.00	1,292.99	10,000.00
100-25000-573011	DRIVERS ED/TRAINING FUND	501.41	217.44	225.00	149.57	7,500.00
100-25000-573020	WITNESS FEES	-	-	250.00	-	500.00
100-25000-573100	RESTITUTION	99.90	-	100.00	-	500.00
Division: 25000 - MUNICIPAL COURT Total:		220,694.87	214,028.55	246,796.00	102,766.37	525,645.77

Budget Worksheet



Expense

Division: 32100 - POLICE ADMINISTRATION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-32100-521201	PROFESSIONAL FEES	-	-	8,000.00	-	2,611,296.25
100-32100-523860	P O SALARIES - EXTRA DUTY	122,502.50	148,572.50	217,000.00	80,302.50	
100-32100-523862	P O Salaries Parks	71,880.00	83,920.00	45,000.00	50,130.00	
100-32100-523864	P O Salaries Film	5,420.00	-	5,000.00	-	
Division: 32100 - POLICE ADMINISTRATION Total:		199,802.50	232,492.50	275,000.00	130,432.50	2,611,296.25

Budget Worksheet



Expense

Division: 42200 - PUBLIC WORKS

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-42200-511100	REGULAR EMPL. SALARIES	730,386.08	748,606.32	1,028,087.00	363,350.59	1,124,780.50
100-42200-511300	OVERTIME	14,808.65	5,006.37	35,000.00	833.51	35,000.00
100-42200-512100	GRP INSRNC MEDICAL/DENTAL	232,620.99	301,816.01	480,771.00	172,707.60	482,000.00
100-42200-512110	GROUP INSURANCE LIFE	2,885.87	2,734.64	8,000.00	1,706.96	8,000.00
100-42200-512111	GROUP INSURANCE VISION	1,472.06	1,448.12	1,851.00	776.22	1,900.00
100-42200-512200	MEDICARE 1.45%	10,713.32	10,770.95	15,400.00	5,195.90	15,400.00
100-42200-512400	PENSION	93,000.83	88,819.50	250,000.00	95,686.42	250,000.00
100-42200-512600	UNEMPLOYMENT INSURANCE	-	-	11,000.00	2,112.50	11,000.00
100-42200-512700	WORKER'S COMPENSATION	38,624.36	37,290.87	62,000.00	21,746.53	62,000.00
100-42200-512851	HRA, DEDUCTIBLE	2,000.00	5,536.99	34,000.00	2,728.38	34,000.00
100-42200-521201	PROFESSIONAL	-	-	10,000.00	-	10,000.00
100-42200-521230	ENGINEERING FEES	74,074.50	7,282.00	25,000.00	-	25,000.00
100-42200-522000	ROW LANDSCAPING	-	179,265.25	210,000.00	90,932.76	300,000.00
100-42200-522150	SURVEILLANCE CAMERAS	-	-	12,200.00	-	13,500.00
100-42200-522210	MAINTENANCE AGREEMENTS	342.98	342.98	6,000.00	171.49	6,000.00
100-42200-522220	MAINTENANCE & CLEANING	2,483.84	2,255.86	5,000.00	593.00	5,000.00
100-42200-522230	EQUIPMENT REPAIRS	10,315.92	16,556.09	25,000.00	7,279.96	25,000.00
100-42200-522241	LMIG S013642-PRC, 3 STRTS	9,560.00	798,475.39	225,000.00	813,094.93	270,000.00
100-42200-522242	STREET/TRACK MAIN. & REP.	12,605.78	1,919.77	20,000.00	-	20,000.00
100-42200-522250	AUTO & TRUCK REPAIR	17,285.28	5,972.67	30,000.00	2,375.52	30,000.00
100-42200-522253	DAMAGE TO CITIZEN VEHICLE	263.00	670.00	2,500.00	-	2,500.00
100-42200-522320	RENTAL OF EQUIP & VEHICLE	2,648.20	3,824.85	5,000.00	373.32	5,000.00
100-42200-522341	COPIER RENTAL	-	37.34	-	-	-
100-42200-523231	CELL PHONES	1,852.36	2,382.89	-	-	-
100-42200-523245	TELECOMMUNICATIONS	13,085.28	13,140.95	13,000.00	6,702.67	14,000.00
100-42200-523310	PUBLIC NOTICES	-	14.00	-	94.00	-
100-42200-523400	PRINTING & BINDING	62.49	-	-	-	-
100-42200-523500	TRAVEL	1,285.67	(256.23)	2,500.00	-	3,500.00
100-42200-523600	DUES & FEES	4,097.10	50.00	1,000.00	316.90	1,000.00
100-42200-523700	EDUCATION & TRAINING	1,655.14	98.50	5,000.00	-	5,500.00
100-42200-523850	PERSONNEL SERVICE	76,162.30	8,869.77	-	6,604.78	-
100-42200-523851	UTILITY PROTECTION SERV.	-	-	5,000.00	-	5,000.00
100-42200-523901	BANK CHARGES	-	92.71	-	-	-
100-42200-523930	DRUG TESTING, VACCINES	1,657.31	1,164.00	3,500.00	110.00	3,500.00
100-42200-523935	DRIVERS LICENSES	-	-	1,000.00	-	1,000.00
100-42200-523960	REIMBURSEMENT/REPAIRS	-	-	2,500.00	-	2,500.00
100-42200-531110	COMPUTER EXPENSE	13,647.43	831.00	-	-	2,000.00
100-42200-531130	OFFICE SUPPLIES	447.84	598.90	1,000.00	253.55	1,000.00
100-42200-531140	SUPPLIES & MATERIALS	15,387.85	8,444.42	30,000.00	4,172.70	30,000.00
100-42200-531142	HAND TOOLS & SMALL EQUIP.	8,011.18	7,575.75	25,000.00	6,539.27	25,000.00
100-42200-531145	MOSQUITO SPRAYING	990.00	500.00	1,000.00	200.00	1,000.00
100-42200-531211	NTRL GAS, 4545 MUNI COURT	6,568.83	6,450.18	-	4,033.59	8,500.00
100-42200-531222	GA POWER ELECTRICITY	27,039.28	19,334.10	18,000.00	12,924.80	20,000.00
100-42200-531233	STREET LIGHTS, OUTSIDE	400,184.57	431,133.74	425,000.00	220,077.84	435,000.00
100-42200-531270	ENERGY-GASOLINE/DIESEL	31,332.73	20,753.00	42,000.00	14,393.52	45,000.00

100-42200-531700	MISCELLANEOUS EXPENSE	1,041.22	157.72	5,000.00	-	5,000.00
100-42200-531710	CHRISTMAS DECORATIONS	12,360.50	1,213.20	15,000.00	1,780.06	15,000.00
100-42200-531720	SIGNS	14,654.80	11,300.08	30,000.00	6,850.00	35,000.00
100-42200-531740	TIRE EXPENSE	3,382.35	4,926.89	15,000.00	2,799.61	15,000.00
100-42200-531750	UNIFORMS	9,723.88	9,843.62	15,000.00	4,728.28	15,000.00
100-42200-541403	PAVING	-	-	25,000.00	-	25,000.00
100-42200-541404	SIDEWALK MAINTENANCE	-	-	-	-	150,000.00
100-42200-542200	VEHICLES	48,390.00	-	50,000.00	48,995.00	200,000.00
100-42200-542400	COMPUTER SOFTWARE	-	3,567.00	5,500.00	3,539.34	5,500.00
100-42200-542500	EQUIPMENT	101,000.00	-	50,000.00	86,463.06	50,000.00
Division: 42200 - PUBLIC WORKS Total:		2,050,111.77	2,770,818.16	3,287,809.00	2,013,244.56	3,855,080.50

Budget Worksheet



Expense

Division: 61900 - CITY EVENTS

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-61900-511100	REGULAR EMPL. SALARIES	45,971.40	-	-	-	-
100-61900-512100	GRP INSRNC MEDICAL/DENTAL	8,531.68	-	-	-	-
100-61900-512110	GROUP INSURANCE LIFE	173.28	-	-	-	-
100-61900-512111	GROUP INSURANCE VISION	61.38	-	-	-	-
100-61900-512200	MEDICARE 1.45%	666.48	-	-	-	-
100-61900-512400	PENSION	5,518.08	-	-	-	-
100-61900-512600	Unemployment Insurance	-	-	-	-	-
100-61900-512700	WORKER'S COMPENSATION	1,650.41	-	-	-	-
100-61900-512851	HRA REIMBURSEMENT	-	-	-	-	-
100-61900-523231	CELL PHONES	111.12	-	-	-	-
100-61900-523300	ADVERTISING	6,068.78	3,940.00	5,000.00	-	5,000.00
100-61900-523700	Education & Training	-	110.50	-	-	-
100-61900-523933	LINEN	(18.00)	-	-	-	5,000.00
100-61900-531701	HOSPITALITY	200.00	60.34	1,500.00	-	1,500.00
100-61900-531705	HOLIDAY FEST/TREE LIGHTING	26,048.66	15,451.70	25,000.00	-	35,000.00
100-61900-531710	CHRISTMAS DECORATIONS	8,237.23	8,290.54	10,000.00	-	10,000.00
100-61900-531720	SIGNS	-	-	5,000.00	-	5,000.00
100-61900-531727	MEMORIAL DAY MARCH	2,530.04	250.00	6,000.00	2,895.00	6,000.00
100-61900-531729	SUMMER EVENTS	46,626.49	-	40,000.00	-	40,000.00
100-61900-531731	PRETTY IN PINK	8,867.25	6,966.32	10,000.00	-	10,000.00
100-61900-531732	CAREER FAIRS	871.90	-	1,500.00	1,115.76	1,500.00
100-61900-531733	9/11 CEREMONY	1,102.03	337.05	500.00	-	1,000.00
100-61900-531734	BRIDGEFEST	89,142.46	-	35,000.00	-	35,000.00
100-61900-531736	FOOD TRUCKS	11,077.05	4,225.00	20,000.00	-	20,000.00
100-61900-531737	VETERAN'S DAY PARADE	11,041.48	4,562.05	10,000.00	-	10,000.00
100-61900-531748	AMPHITHEATER EVENT	40,147.60	2,259.00	10,000.00	4,575.00	10,000.00
100-61900-531749	CENTENTIAL CELEBRATION	500.00	20,130.22	-	-	-
100-61900-531750	Uniforms	-	-	2,500.00	-	2,500.00
100-61900-531757	BACK TO SCHOOL	-	9,239.08	10,000.00	-	10,000.00
100-61900-531758	JULY 4TH EVENT	-	-	10,000.00	-	10,000.00
100-61900-531759	JUNETEENTH EVENT	-	-	12,500.00	8,428.80	12,500.00
100-61900-542200	VEHICLES	-	-	-	-	-
Division: 61900 - CITY EVENTS Total:		315,126.80	75,821.80	214,500.00	17,014.56	230,000.00

Budget Worksheet



Expense

Division: 62200 - PARKS

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-62200-522151	SURVEILLANCE CAMERAS-REEVES C	-	-	5,100.00	-	5,500.00
100-62200-522152	SURVEILLANCE CAMERAS-MEMORI	-	-	35,000.00	-	37,500.00
100-62200-522153	SURVEILLANCE CAMERAS-CLARK P/	-	-	35,000.00	-	37,500.00
100-62200-522154	SURVEILLANCE CAMERAS-GARDNEI	-	-	25,000.00	-	27,500.00
100-62200-522224	FOUNTAIN MAINTENANCE	-	-	15,000.00	-	25,000.00
100-62200-522225	BRIDGE MAINTENANCE	26,440.93	7,539.00	10,000.00	4,728.00	25,000.00
100-62200-522230	EQUIPMENT REPAIRS	9,961.85	5,093.44	3,000.00	-	5,000.00
100-62200-522250	AUTO & TRUCK REPAIR	-	653.00	3,000.00	-	3,000.00
100-62200-523220	GEORGIA TECHNOLOGY AUTH.	299.52	294.66	1,000.00	144.90	1,000.00
100-62200-523240	AT&T CLUB SERVICE	5,014.84	5,696.46	4,500.00	3,465.99	4,500.00
100-62200-531110	COMPUTER EXPENSE	2,843.57	-	-	-	-
100-62200-531140	SUPPLIES & MATERIALS	8,232.11	6,546.10	20,000.00	5,973.77	25,000.00
100-62200-531142	HAND TOOLS & SMALL EQUIP.	489.56	-	3,500.00	327.97	3,500.00
100-62200-531143	SECURITY UPGRADES	-	-	25,000.00	-	25,000.00
100-62200-531222	GA POWER ELECTRICITY	107,578.33	153,659.37	23,000.00	75,622.89	25,000.00
100-62200-531270	ENERGY-GASOLINE/DIESEL	-	-	3,000.00	-	3,000.00
100-62200-541209	IMPROVEMENTS	51,772.55	-	25,000.00	-	35,000.00
100-62200-542300	FURNITURE & FIXTURES	13,915.00	-	25,000.00	-	30,000.00
100-62200-542400	COMPUTER SOFTWARE	-	3,567.00	4,500.00	3,539.33	4,500.00
100-62200-542500	EQUIPMENT	-	-	25,000.00	4,973.22	35,000.00
Division: 62200 - PARKS Total:		226,548.26	183,049.03	290,600.00	98,776.07	357,500.00

Budget Worksheet



Expense

Division: 72000 - PERMITTING DEVELOPMENT

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-72000-511100	REGULAR EMPL. SALARIES	99,903.68	132,104.29	133,828.00	59,073.24	137,827.50
100-72000-512100	GRP INSRNC MEDICAL/DENTAL	23,502.46	48,997.74	55,736.00	27,584.70	61,309.30
100-72000-512110	GROUP INSURANCE LIFE	311.00	475.80	550.00	285.11	550.00
100-72000-512111	GROUP INSURANCE VISION	155.48	256.44	257.00	136.86	257.00
100-72000-512200	MEDICARE 1.45%	1,430.77	1,876.32	1,000.00	841.01	1,000.00
100-72000-512400	PENSION	9,211.56	8,797.33	10,400.00	3,909.46	10,400.00
100-72000-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-72000-512700	WORKER'S COMPENSATION	1,533.37	1,466.86	2,000.00	717.46	2,000.00
100-72000-512851	HRA DEDUCTIBLE	-	-	3,000.00	-	3,000.00
100-72000-521200	PROFESSIONAL FEES	-	-	5,000.00	-	-
100-72000-521202	CONSULTING SERVICES - BSD	264,225.06	311,179.29	300,000.00	74,858.39	400,000.00
100-72000-521203	CONSULTING SERVICES - ENGINEERING	48,105.00	156,865.02	100,000.00	41,636.25	100,000.00
100-72000-521300	TECHNICAL SERVICES	-	-	1,000.00	-	1,000.00
100-72000-521310	SOFTWARE	-	-	4,000.00	-	4,000.00
100-72000-522210	MAINTENANCE AGREEMENT	2,907.00	2,000.00	3,000.00	5,748.53	6,000.00
100-72000-522250	AUTO & TRUCK REPAIR	-	-	3,000.00	-	-
100-72000-522341	COPIER RENTAL	-	6.21	1,200.00	76.31	500.00
100-72000-523231	CELL PHONES	-	748.20	-	-	3,000.00
100-72000-523245	TELECOMMUNICATIONS	-	-	3,000.00	-	3,000.00
100-72000-523300	ADVERTISEMENT	-	-	3,000.00	-	3,000.00
100-72000-523400	PRINTING & BINDING	1,835.29	-	3,000.00	-	3,000.00
100-72000-523500	TRAVEL	806.00	1,075.00	2,500.00	-	2,500.00
100-72000-523600	DUES & FEES	-	-	1,350.00	-	1,000.00
100-72000-523700	EDUCATION & TRAINING	250.00	186.50	2,700.00	-	-
100-72000-523940	POSTAGE	-	-	3,600.00	-	3,600.00
100-72000-531100	GEN SUPPLIES & MAT	3,686.62	1,165.70	3,600.00	37.31	1,000.00
100-72000-531110	COMPUTER EXPENSE	9,353.80	5,332.50	-	-	-
100-72000-531140	SUPPLIES AND MATERIALS	338.32	176.07	-	-	-
100-72000-531211	NTRL GAS,4545 MUNI COURT	-	-	1,000.00	-	-
100-72000-531227	GA PWR,4602 MUNICIPAL CRT	-	-	5,550.00	-	-
100-72000-531270	ENERGY-GASOLINE/DIESEL	277.60	794.54	-	620.19	1,200.00
100-72000-531600	SMALL EQUIPMENT - NON CAPITAL	297.30	-	2,700.00	-	1,700.00
100-72000-531701	HOSPITALITY/FOOD/BEVERAGE	-	-	-	-	-
100-72000-531750	UNIFORMS	2,966.00	390.00	1,350.00	230.00	700.00
100-72000-542200	VEHICLES	55,835.00	-	-	-	-
100-72000-542300	FURNITURE & FIXTURES	28,156.28	-	500.00	-	500.00
Division: 72000 - PERMITTING DEVELOPMENT Total:		555,087.59	673,893.81	659,821.00	215,754.82	754,043.80

Budget Worksheet



Expense

Division: 74100 - PLANNING & ZONING

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-74100-511100	REGULAR SALARIES	55,078.73	114,982.49	215,195.00	77,525.74	373,831.42
100-74100-511300	OVERTIME	378.00	-	-	-	-
100-74100-512100	GRP INSRNC MEDICAL/DENTAL	6,793.50	23,424.83	41,633.00	13,804.91	119,628.88
100-74100-512110	GROUP INSURANCE LIFE	114.15	402.29	1,650.00	206.58	3,300.00
100-74100-512111	GROUP INSURANCE VISION	47.61	129.72	204.00	72.24	460.00
100-74100-512200	MEDICARE 1.45%	907.66	1,650.86	1,815.00	1,104.15	3,630.00
100-74100-512400	PENSION	9,122.88	17,425.56	30,900.00	11,766.60	61,800.00
100-74100-512600	UNEMPLOYMENT INSURANCE	-	-	6,000.00	-	12,000.00
100-74100-512700	WORKER'S COMPENSATION	1,498.32	2,933.73	6,000.00	2,067.21	12,000.00
100-74100-512851	HRA DEDUCTIBLE	-	-	6,000.00	-	12,000.00
100-74100-521150	ZONING BOARD STIPEND	3,700.00	-	5,000.00	1,575.00	5,000.00
100-74100-521200	PROFESSIONAL FEES	342.19	-	100,000.00	30,000.00	5,000.00
100-74100-521300	TECHNICAL SERVICES	1,000.00	-	1,000.00	-	1,000.00
100-74100-521310	SOFTWARE	2,523.29	-	4,000.00	-	4,000.00
100-74100-522210	MAINTENANCE AGREEMENTS	1,305.43	14,952.87	8,000.00	3,054.27	8,000.00
100-74100-522250	AUTO & TRUCK REPAIR	-	-	3,000.00	-	2,000.00
100-74100-522320	RENTAL OF EQUIP & VEHICLE	-	-	1,500.00	-	-
100-74100-522341	COPIER RENTAL	723.72	361.86	-	-	500.00
100-74100-523231	CELL PHONES	72.70	1,071.52	-	-	1,000.00
100-74100-523245	TELECOMMUNICATIONS	-	-	1,000.00	-	500.00
100-74100-523300	ADVERTISEMENT	1,597.60	2,978.17	5,000.00	1,266.00	5,000.00
100-74100-523400	PRINTING & BINDING	5,935.12	2,636.08	5,000.00	-	4,000.00
100-74100-523500	TRAVEL	5,463.89	3,091.21	2,000.00	-	3,000.00
100-74100-523501	ZONING ADVISORY BOARD TRAVEL	3,911.71	-	2,000.00	-	2,000.00
100-74100-523600	DUES & FEES	718.00	714.00	1,500.00	-	2,250.00
100-74100-523700	EDUCATION & TRAINING	-	(131.69)	2,000.00	-	2,000.00
100-74100-523701	ZONING ADVISORY BD ED & TRAINING	96.00	308.97	3,000.00	760.00	1,000.00
100-74100-523851	INTERN HELP	7,293.00	762.00	-	-	-
100-74100-523940	POSTAGE	582.08	276.90	2,000.00	239.78	2,000.00
100-74100-531100	SUPPLIES & MATERIALS	8,746.83	2,880.14	6,000.00	2,018.57	6,000.00
100-74100-531110	COMPUTER EXPENSE	3,851.02	2,670.03	-	-	3,000.00
100-74100-531270	ENERGY-GASOLINE/DIESEL	-	345.61	2,500.00	-	1,000.00
100-74100-531400	BOOKS & PERIODICALS	1,707.68	-	-	-	-
100-74100-531600	SMALL EQUIPMENT - NON-CAPITAL	10,492.67	-	2,000.00	-	2,000.00
100-74100-531701	HOSPITALITY/FOOD/BEVERAGE	627.93	-	600.00	48.64	600.00
100-74100-531702	HISTORIC PRESERVATION COMMITTEE	-	-	7,000.00	-	-
100-74100-531750	UNIFORMS	4,450.44	-	600.00	136.54	800.00
100-74100-542300	FURNITURE & FIXTURES	6,293.51	-	2,000.00	-	3,000.00
Division: 74100 - PLANNING & ZONING Total:		145,375.66	193,867.15	476,097.00	145,646.23	663,300.30

Budget Worksheet



Expense

Division: 74500 - CODE ENFORCEMENT

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-74500-511100	REGULAR EMPL. SALARIES	82,106.77	87,435.44	149,395.00	44,732.58	154,647.86
100-74500-511300	OVERTIME	750.17	-	-	-	-
100-74500-512100	GRP INSRNC MEDICAL/DENTAL	20,924.66	35,523.01	54,159.00	19,995.84	61,753.16
100-74500-512110	GROUP INSURANCE LIFE	270.68	328.92	825.00	196.91	825.00
100-74500-512111	GROUP INSURANCE VISION	150.14	191.04	288.00	101.94	192.00
100-74500-512200	MEDICARE 1.45%	1,185.52	1,253.44	1,875.00	641.05	1,875.00
100-74500-512400	PENSION	10,983.00	10,489.20	22,400.00	8,736.83	22,400.00
100-74500-512700	WORKER'S COMPENSATION	1,573.21	1,540.18	3,100.00	1,069.20	3,100.00
100-74500-512850	HRA REIMBURSEMENT	-	-	4,000.00	-	4,000.00
100-74500-521201	PROFESSIONAL FEES	-	-	500.00	-	500.00
100-74500-521300	TECHNICAL SERVICES	-	-	500.00	-	500.00
100-74500-521310	SOFTWARE	-	-	2,000.00	-	2,000.00
100-74500-522210	MAINTENANCE AGREEMENT	896.45	3,821.70	3,500.00	1,900.32	3,500.00
100-74500-522250	AUTO & TRUCK REPAIR	400.47	70.32	1,000.00	-	1,000.00
100-74500-523231	Cell Phones	909.85	748.20	-	-	-
100-74500-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-74500-523400	PRINTING & BINDING	60.18	-	-	-	500.00
100-74500-523500	TRAVEL	2,440.30	1,009.00	3,000.00	-	3,000.00
100-74500-523600	DUES & FEES	850.00	341.00	450.00	121.00	450.00
100-74500-523700	EDUCATION & TRAINING	1,900.00	507.00	3,000.00	-	3,000.00
100-74500-531110	COMPUTER EXPENSE	841.51	4,049.72	-	-	-
100-74500-531130	OFFICE SUPPLIES	-	117.32	-	-	-
100-74500-531140	SUPPLIES & MATERIALS	1,300.19	289.00	1,500.00	205.42	700.00
100-74500-531270	ENERGY-GASOLINE/DIESEL	2,685.99	1,151.07	-	1,043.24	3,000.00
100-74500-531600	SMALL EQUIPMENT - NON CAPITAL	-	-	800.00	-	400.00
100-74500-531700	MISCELLANEOUS EXPENSE	-	75.00	-	-	-
100-74500-531740	TIRE EXPENSE	1,276.91	-	1,000.00	-	800.00
100-74500-531750	UNIFORMS	2,410.74	610.50	1,500.00	-	1,000.00
100-74500-542200	VEHICLES	-	-	30,000.00	-	-
100-74500-542500	EQUIPMENT	-	-	3,000.00	-	1,500.00
Division: 74500 - CODE ENFORCEMENT Total:		133,916.74	149,551.06	287,792.00	78,744.33	270,643.02

Budget Worksheet



Expense

Division: 75100 - ECONOMIC DEVELOPMENT

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021	FY 2022
		ACTUAL	ACTUAL	BUDGET	YTD	PROPOSED
					ACTUAL	EXPENDITURES
100-75100-511100	REGULAR SALARIES	80,533.94	18,789.22	82,000.00	33,173.08	77,961.72
100-75100-512100	GRP INSRNC MEDICAL/DENTAL	8,531.68	2,870.48	13,878.00	8,735.90	15,165.69
100-75100-512110	GROUP INSURANCE LIFE	295.32	72.82	550.00	118.55	550.00
100-75100-512111	GROUP INSURANCE VISION	-	-	68.00	43.88	68.00
100-75100-512200	MEDICARE 1.45%	1,167.66	288.05	1,100.00	475.64	1,100.00
100-75100-512400	PENSION	9,122.88	8,712.72	10,300.00	3,922.23	10,300.00
100-75100-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-75100-512700	WORKER'S COMPENSATION	1,533.37	1,466.86	2,000.00	717.46	2,000.00
100-75100-512851	HRA DEDUCTIBLE	-	-	1,000.00	-	1,000.00
100-75100-521200	PROFESSIONAL SERVICES	1,880.00	750.00	5,000.00	4,740.00	55,000.00
100-75100-523231	CELL PHONES	367.68	361.81	-	-	-
100-75100-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-75100-523400	PRINTING & BINDING	3,783.49	-	2,350.00	-	1,500.00
100-75100-523500	TRAVEL	5,270.58	-	2,500.00	-	2,500.00
100-75100-523600	DUES & FEES	1,180.00	-	1,705.00	100.00	1,600.00
100-75100-523700	EDUCATION & TRAINING	3,490.60	1,145.00	3,000.00	600.00	5,000.00
100-75100-523940	POSTAGE	700.00	-	700.00	-	500.00
100-75100-531110	COMPUTER EXPENSE	808.72	5,200.00	-	-	-
100-75100-531140	SUPPLIES & MATERIALS	4,235.83	190.92	1,900.00	253.84	1,000.00
100-75100-531701	HOSPITALITY/FOOD/BEVERAGE	42.00	500.00	1,545.00	-	1,000.00
100-75100-531750	UNIFORMS	86.14	170.96	-	14.00	-
100-75100-542300	FURNITURE & FIXTURES	695.96	-	-	-	-
Division: 75100 - ECONOMIC DEVELOPMENT Total:		123,725.85	40,518.84	131,596.00	52,894.58	178,245.41

Budget Worksheet



Expense

Division: 75500 - Main Street Program

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-75500-511100	REGULAR SALARIES	109,897.08	113,632.20	115,105.00	50,817.37	118,585.70
100-75500-512100	GRP INSRNC MEDICAL/DENTAL	25,264.22	51,014.58	41,131.00	27,584.70	45,244.44
100-75500-512110	GROUP INSURANCE LIFE	416.16	415.08	620.00	248.71	620.00
100-75500-512111	GROUP INSURANCE VISION	236.70	256.44	257.00	136.86	257.00
100-75500-512200	MEDICARE 1.45%	1,528.00	1,537.70	1,500.00	678.33	1,500.00
100-75500-512400	PENSION	12,222.96	11,673.36	13,800.00	5,345.75	13,800.00
100-75500-512600	UNEMPLOYMENT INSURANCE	-	-	600.00	-	600.00
100-75500-512700	WORKER'S COMPENSATION	865.25	847.14	1,155.00	416.35	1,155.00
100-75500-512851	HRA, DEDUCTIBLE	-	-	2,000.00	-	2,000.00
100-75500-521200	PROFESSIONAL FEES	3,928.75	3,279.00	5,000.00	1,332.57	5,000.00
100-75500-522341	COPIER RENTAL	-	50.65	608.00	390.85	2,000.00
100-75500-523231	CELL PHONES	109.87	748.20	-	-	-
100-75500-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-75500-523400	PRINTING & BINDING	1,470.19	551.99	2,500.00	-	2,500.00
100-75500-523500	TRAVEL	3,642.25	2,884.42	7,000.00	-	7,000.00
100-75500-523520	MAIN STREET BOARD TRAVEL	-	-	4,200.00	-	7,200.00
100-75500-523600	DUES & FEES	768.66	1,414.67	1,500.00	931.25	1,500.00
100-75500-523700	EDUCATION & TRAINING	4,113.56	836.50	5,000.00	578.00	5,000.00
100-75500-523720	MAIN STREET BOARD EDUCATION & TRAINING	-	779.00	4,200.00	650.00	4,200.00
100-75500-523851	INTERN HELP	-	-	2,000.00	-	2,000.00
100-75500-523940	POSTAGE	88.33	196.00	200.00	164.08	200.00
100-75500-523945	WEB SITE	-	-	3,000.00	-	3,000.00
100-75500-531110	COMPUTER EXPENSE	518.99	1,776.12	-	-	2,000.00
100-75500-531140	SUPPLIES & MATERIALS	5,334.00	1,911.15	4,000.00	196.00	4,000.00
100-75500-531700	PRODUCT DEV GRANT EXPENSES	-	-	-	-	5,000.00
100-75500-531701	HOSPITALITY/FOOD/BEVERAGE	5,227.18	928.83	3,000.00	419.64	5,000.00
100-75500-531707	ENTERTAINMENT	7,191.72	-	5,000.00	-	8,000.00
100-75500-531724	DOWNTOWN BEAUTIFICATION	-	-	-	-	12,000.00
100-75500-531725	PROMOTIONAL SUPPLIES	2,927.71	137.79	5,000.00	-	6,000.00
100-75500-531750	UNIFORMS	-	-	400.00	-	1,200.00
Division: 75500 - Main Street Program Total:		185,751.58	194,870.82	228,776.00	89,890.46	266,562.14

Budget Worksheet



Expense

Division: 75700 - GIS/PLANNING

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-75700-511100	REGULAR EMPLOYEE SALARIES	62,373.42	59,416.51	65,336.00	28,841.87	67,303.06
100-75700-512100	GRP INSUR MEDICAL / DENTAL	8,531.68	10,219.82	13,878.00	11,255.44	15,266.32
100-75700-512110	GROUP INSURANCE LIFE	289.10	229.44	150.00	218.85	150.00
100-75700-512111	GROUP INSURANCE VISION	61.38	67.68	68.00	58.06	68.00
100-75700-512200	MEDICARE 1.45%	904.31	860.67	900.00	417.76	900.00
100-75700-512400	PENSION	7,528.66	7,190.16	8,500.00	3,403.85	8,500.00
100-75700-512600	UNEMPLOYMENT INSURANCE	-	-	700.00	-	700.00
100-75700-512700	WORKERS' COMPENSATION	374.55	366.70	500.00	178.50	500.00
100-75700-512851	HRA DEDUCTABLE	-	2,000.00	1,000.00	-	1,000.00
100-75700-521200	PROFESSIONAL SERVICES	-	-	20,000.00	-	10,000.00
100-75700-521300	Technical Services	5,000.00	3,466.67	5,000.00	1,733.33	5,000.00
100-75700-521310	SOFTWARE	1,320.13	-	5,000.00	-	5,200.00
100-75700-522210	MAINTENANCE AGREEMENTS	5,877.16	3,848.32	3,400.00	2,853.71	3,400.00
100-75700-522341	COPIER RENTAL	402.36	1,609.44	1,700.00	938.88	1,700.00
100-75700-523231	CELL PHONES	182.81	374.10	-	-	-
100-75700-523400	PRINTING & BINDING	600.93	21.16	2,000.00	(3.99)	1,000.00
100-75700-523500	TRAVEL	-	-	1,000.00	-	1,000.00
100-75700-523600	DUES & FEES	-	-	600.00	-	600.00
100-75700-523700	EDUCATION & TRAINING	-	102.99	800.00	-	1,000.00
100-75700-531110	COMPUTER EXPENSE	7,126.52	-	-	-	-
100-75700-531140	SUPPLIES & MATERIALS	5,823.42	79.65	5,400.00	1,003.51	5,400.00
100-75700-531701	Historic Preservation Committee	108.00	-	-	-	-
100-75700-531750	UNIFORMS	-	-	150.00	-	150.00
Division: 75700 - GIS/PLANNING Total:		106,504.43	89,853.31	136,082.00	50,899.77	128,837.38

Budget Worksheet



Expense

Division: 90000 - OTHER FINANCING USES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
100-90000-611200	TRANSFER GF AND MMCC	330,801.22	616,108.54	330,000.00	-	369,281.42
100-90000-611276	TRANSFER GF AND CEMETERY	358.95	-	20,000.00	-	20,000.00
100-90000-611300	TRANSFER GF AND SDDA	-	-	45,000.00	-	45,000.00
100-90000-611650	TRANSFER TO/FROM URA	1,205,859.96	-	-	-	-
100-90000-612000	TRANSFER TO URA	-	1,203,848.37	1,205,271.00	983,747.75	1,205,212.88
100-90000-612015	TRANSFER GF TO CITYWIDE PROJECTS	721,657.62	-	-	-	-
100-90000-612020	TRANSFER TO/FROM PFA FUND	-	-	-	-	188,042.00
Division: 90000 - OTHER FINANCING USES Total:		2,258,677.75	1,819,956.91	1,600,271.00	983,747.75	1,827,536.30

Budget Worksheet



Fund: 275 - HOTEL/MOTEL TAX

Expense

Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
275-15100-523310	PUBLIC NOTICES	-	-	825.00	-	825.00
275-15100-523600	DUES & FEES	-	-	2,800.00	-	2,800.00
275-15100-531709	CITY REBRANDING INITIATIVE	15,896.61	500.00	500.00	-	500.00
275-15100-531710	RSVP Program for Main Street	4,985.05	-	-	-	-
275-15100-531713	PROMOTIONAL SUPPLIES - MAIN STREET	-	-	7,000.00	-	7,000.00
275-15100-531714	PROMOTIONAL SUPPLIES - ECO DELVP	-	-	3,000.00	-	3,000.00
275-15100-531717	PROMOTIONAL SUPPLIES - MERLE	-	-	5,000.00	-	5,000.00
275-15100-531718	ADVERTISEMENT - MERLE	-	-	20,000.00	-	20,000.00
275-15100-531719	ADVERTISEMENT - TED	-	-	5,000.00	-	5,000.00
275-15100-531720	CITY QUARTERLY NEWSLETTER	10,894.06	8,999.05	25,000.00	7,184.08	25,000.00
275-15100-531730	TOURISM	48,347.02	41,531.19	85,875.00	34,474.42	85,875.00
275-15100-542500	OTHER - WAYFINDING SIGNAGE	-	983.72	25,000.00	9,960.00	25,000.00
275-15100-572000	H.C. CHAMBER 2% / 3.5% 8/1/2015	206,542.52	150,228.84	195,000.00	86,137.97	195,000.00
Division: 15100 - FINANCIAL ADMINISTRATION Total:		286,665.26	202,242.80	375,000.00	137,756.47	375,000.00

Budget Worksheet



CAPITAL PROJECT GRANT FUND

Expense

Division: 42312 - TE

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
		ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED EXPENDITURES
340-42312-541402	ADMINISTRATIVE ASSIST.	890.00	*	2,000.00	*	2,000.00
340-42312-541403	LAND APPRAISAL	2,000.00	*	400.00	*	400.00
340-42312-541411	DESIGN DEVELOPMENT	*	*	10,000.00	*	10,000.00
340-42312-541415	ENGINEERING	(890.00)	18,750.00	45,000.00	*	45,000.00
340-42312-541416	CONSTRUCTION COSTS	292,802.81	283,824.22	92,600.00	*	92,600.00
340-75500-531700	PRODUCT DEV GRANT EXPENSES	12,415.92	*	*	*	*
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		307,218.73	302,574.22	150,000.00	*	150,000.00

Budget Worksheet



Fund 350 - URBAN REDEVELOPMENT AGENCY

Expense

Division: 80000 - DEBT SERVICES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
350-15100-521100	CONSULTANT FEES	-	-	-	-	-
350-15100-523901	BANK CHARGES	-	-	-	-	-
350-80000-581300	PRINCIPAL-OTHER DEBT	680,000.00	710,000.00	745,000.00	745,000.00	780,000.00
350-80000-582300	INTEREST-OTHER DEBT	525,859.96	493,848.37	460,271.00	238,747.75	443,177.76
Division: 80000 - DEBT SERVICES Total:		1,205,859.96	1,203,848.37	1,205,271.00	983,747.75	1,223,177.76

Budget Worksheet



Fund: 353 - CITYWIDE PROJECTS FUND

Expense

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
353-15650-541000	PROFESSIONAL FEES	-	13,974.30	8,318,286.00	8,682.90	6,889,013.00
353-15650-541100	LAND PURCHASE	171,756.60	1,765.57	-	-	-
353-15650-541324	AMPHITHEATER FUND	16,456.50	6,519,395.78	12,188,966.00	3,589,645.24	100,000.00
353-15650-541326	TSW	346,837.21	205,050.23	500,000.00	76,432.65	-
353-15650-541327	MONUMENT SIGN	40,630.00	-	79,820.00	-	79,820.00
353-15650-541328	CULTURAL ART CENTER	44,359.73	23,893.94	1,995,221.00	26,832.00	3,554,634.00
353-15650-541330	CITY HALL INTERIOR OFFICE	-	18,497.00	-	-	-
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		620,040.04	6,782,576.82	23,082,293.00	3,701,592.79	10,623,467.00

Budget Worksheet



Fund: 355 - DOWNTOWN DEVELOPMENT AUTHORITY

Expense

Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2019	FY 2020	FY 2021	FY 2021	FY 2022
		ACTUAL	ACTUAL	BUDGET	YTD ACTUAL	PROPOSED EXPENDITURES
355-15100-521201	PROFESSIONAL FEES	500.00	-	1,500.00	732.57	1,500.00
355-15100-521220	LEGAL	-	-	11,000.00	-	11,000.00
355-15100-523110	LIABILITY INSURANCE	1,529.00	1,529.00	2,000.00	-	2,000.00
355-15100-523310	PUBLIC NOTICES	-	210.00	-	-	-
355-15100-523400	PRINTING & BINDING	-	-	3,000.00	-	3,000.00
355-15100-523500	Travel	396.00	-	2,000.00	-	2,000.00
355-15100-523600	DUES AND FEES	-	-	500.00	-	500.00
355-15100-523700	Education and Training	-	1,036.00	3,000.00	124.00	3,000.00
355-15100-531130	OFFICE SUPPLIES	-	-	-	-	2,500.00
355-15100-531140	SUPPLIES & MATERIALS	-	442.34	1,000.00	(387.34)	1,000.00
355-15100-531700	MISCELLANEOUS EXPENSE	14,542.73	12,963.77	3,000.00	225.00	500.00
355-15100-531703	HOSPITALITY	-	-	3,000.00	-	3,000.00
355-15100-541101	FACADE GRANT	-	-	15,000.00	-	15,000.00
Division: 15100 - FINANCIAL ADMINISTRATION Total:		16,967.73	16,181.11	45,000.00	694.23	45,000.00

Budget Worksheet



Fund 360 - PUBLIC FACILITIES AUTHORITY

Expense

Division: 80000 - DEBT SERVICES

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
360-80000-581300	PRINCIPAL-OTHER DEBT	-	-	-	-	-
360-80000-582300	INTEREST-OTHER DEBT	-	-	-	-	188,042.00
Division: 80000 - DEBT SERVICES Total:		-	-	-	-	188,042.00

Budget Worksheet



Fund: 495 - CEMETERY FUND

Expense

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
495-15650-522220	MAINTENANCE & CLEANING	358.95	-	8,000.00	273.91	8,000.00
495-15650-531600	SMALL EQUIPMENT - NON-CAPITAL	-	-	2,000.00	-	2,000.00
495-15650-541200	SITE IMPROVEMENTS	-	9,391.71	10,000.00	-	10,000.00
495-90000-611275	TRANSFER FROM G/F	(358.95)	(9,391.71)	-	-	-
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		-	-	20,000.00	273.91	20,000.00

Budget Worksheet



Fund: 505 - WATER & SEWER

Expense

Division: 43300 - SEWER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
505-43300-511100	REGULAR EMPL. SALARIES	483,686.69	552,561.14	550,000.00	246,166.97	576,821.60
505-43300-511300	OVERTIME	34,068.79	16,695.50	45,000.00	13,121.17	55,000.00
505-43300-512100	GRP INSRNC MEDICAL/DENTAL	178,551.83	255,476.38	135,000.00	139,342.50	250,000.00
505-43300-512110	GROUP INSURANCE LIFE	1,842.68	1,887.96	3,100.00	1,138.76	3,100.00
505-43300-512111	GROUP INSURANCE VISION	1,143.48	1,267.20	2,100.00	649.48	1,262.00
505-43300-512200	MEDICARE 1.45%	7,399.23	7,629.29	8,000.00	3,636.47	8,000.00
505-43300-512401	RETIREMENT CONTRIBUTIONS	171,508.55	27,088.14	72,500.00	27,778.41	72,500.00
505-43300-512600	UNEMPLOYMENT INSURANCE	-	-	5,000.00	-	5,000.00
505-43300-512700	WORKER'S COMPENSATION	28,675.99	25,669.89	35,000.00	12,572.64	35,000.00
505-43300-512850	HRA REIMBURSEMENT	4,104.28	-	9,200.00	1,902.32	9,200.00
505-43300-521201	PROFESSIONAL	6,855.00	2,996.25	15,000.00	3,000.00	15,000.00
505-43300-521222	IT Services for Sewer	8,024.16	11,248.16	8,500.00	-	8,500.00
505-43300-521230	ENGINEERING FEES	18,620.00	63,453.70	30,000.00	39,703.75	38,178.40
505-43300-521341	TESTING - ANALYTICAL COST	4,136.50	5,312.50	10,000.00	4,515.05	15,000.00
505-43300-522150	SURVEILLANCE CAMERAS	-	-	53,155.42	-	25,000.00
505-43300-522200	REPAIRS & MAINTENANCE	1,335.00	1,086.30	10,500.00	11,084.01	15,000.00
505-43300-522210	MAINTENANCE AGREEMENTS	1,491.14	1,603.82	25,000.00	3,853.85	50,000.00
505-43300-522211	DISPOSAL	-	-	1,000.00	-	1,000.00
505-43300-522220	MAINTENANCE & CLEANING	7.14	319.00	4,000.00	112.50	4,000.00
505-43300-522229	EQUIPMENT REPAIRS - PLANT	7,168.35	10,231.87	25,000.00	13,503.14	30,000.00
505-43300-522231	EQPMNT REPAIR PUMP STATIO	49,335.53	65,489.00	100,000.00	21,989.12	100,000.00
505-43300-522232	REPAIR, WWTP PLANT	44,461.18	44,432.66	50,000.00	4,238.64	50,000.00
505-43300-522233	PUMP STATION REPAIR(BLDG)	-	-	2,500.00	2,862.95	2,500.00
505-43300-522234	PUMP STATION ROADS REPAIR	395.79	-	2,500.00	-	2,500.00
505-43300-522235	VACCUUM CLEAN SEWER LINES	20,589.30	17,390.20	30,000.00	6,297.50	35,000.00
505-43300-522240	STREET REPAIRS/MAINTENANC	809.56	-	15,000.00	-	15,000.00
505-43300-522250	AUTO & TRUCK REPAIR	14,120.57	7,052.38	15,000.00	4,271.82	15,000.00
505-43300-522255	DAMAGE TO PROPERTY	325.00	225.00	5,000.00	-	5,000.00
505-43300-522320	RENTAL OF EQUIP & VEHICLE	1,058.36	-	2,500.00	156.13	3,500.00
505-43300-523231	CELL PHONES	2,408.68	3,741.00	6,000.00	-	6,000.00
505-43300-523240	AT&T CLUB SERVICE	16,392.21	13,664.92	17,500.00	9,633.52	17,500.00
505-43300-523245	CBeyond COMMUNICATIONS	6,258.80	6,284.82	6,800.00	3,207.07	6,800.00
505-43300-523310	PUBLIC NOTICES	334.80	301.00	2,500.00	114.00	2,500.00
505-43300-523400	PRINTING & BINDING	4,698.64	4,264.65	7,500.00	2,053.47	7,500.00
505-43300-523500	TRAVEL	5,129.03	3,402.13	5,500.00	453.00	5,500.00
505-43300-523600	DUES & FEES	1,589.80	1,378.00	3,500.00	833.80	3,500.00
505-43300-523700	EDUCATION & TRAINING	5,342.94	1,111.50	8,000.00	1,327.00	8,000.00
505-43300-523849	CONTRACT LABOR	-	-	7,500.00	-	7,500.00
505-43300-523902	MERCHANT FEES CREDIT CARD	11,362.07	10,891.76	13,500.00	8,073.14	13,500.00
505-43300-523905	COLL. FEE HENRY COUNTY	9,029.20	8,279.49	10,000.00	3,059.62	10,000.00
505-43300-523930	DRUG TESTING, VACCINES	788.22	65.00	1,500.00	-	1,500.00
505-43300-523940	POSTAGE	6,912.60	6,901.50	8,000.00	3,538.48	8,000.00

505-43300-523990	LANDFILL FEES	20,333.82	26,337.26	30,000.00	15,825.83	35,000.00
505-43300-531110	COMPUTER EXPENSE	5,293.10	9,490.64	7,500.00	4,227.17	7,500.00
505-43300-531130	OFFICE SUPPLIES	1,867.06	1,664.50	2,500.00	377.47	2,500.00
505-43300-531140	SUPPLIES & MATERIALS	9,743.87	14,960.51	25,000.00	7,716.54	35,000.00
505-43300-531142	HAND TOOLS & SMALL EQUIP.	3,911.27	7,046.31	15,000.00	1,071.73	20,000.00
505-43300-531214	ENERGY - NATURAL GAS	1,080.78	854.36	2,000.00	795.99	2,000.00
505-43300-531221	SNAPPING SHOALS EMC	5,101.96	4,120.07	6,000.00	1,605.09	6,000.00
505-43300-531223	GA POWER LIFT STATIONS	38,156.89	38,861.34	45,000.00	20,284.45	47,500.00
505-43300-531229	GA POWER - WWTP	154,908.54	156,508.80	155,000.00	78,919.24	165,000.00
505-43300-531270	ENERGY-GASOLINE/DIESEL	16,857.55	11,663.43	25,000.00	9,509.52	25,000.00
505-43300-531510	PUMP STATION WATER PURCHASES	-	212.24	-	23.21	-
505-43300-531700	MISC EXPENSE	568.23	5,483.36	5,000.00	82.62	5,000.00
505-43300-531703	LAB SUPPLIES/OTHER	9,389.33	9,367.56	15,000.00	6,110.67	15,000.00
505-43300-531706	CHEMICALS	46,108.31	48,332.60	55,000.00	17,171.70	60,000.00
505-43300-531720	SIGNS	532.50	145.00	2,000.00	-	2,000.00
505-43300-531740	TIRE EXPENSE	2,871.25	6,358.91	8,500.00	1,526.29	8,500.00
505-43300-531750	UNIFORMS	5,151.73	2,940.23	7,500.00	2,201.96	7,500.00
505-43300-541460	S2180931 WTR LN ECON STIM	-	-	-	-	-
505-43300-541462	S2180730 WWTP FCLTY IMP	-	188,895.26	327,800.00	140,983.14	35,000.00
505-43300-542200	VEHICLES	-	-	-	34,996.98	-
505-43300-542400	COMPUTER SOFTWARE	3,890.00	3,567.00	8,000.00	3,539.33	8,000.00
505-43300-542500	EQUIPMENT	2,712.06	-	75,000.00	19,120.92	75,000.00
505-43300-542517	WATERSHED MONITORING I&II	21,914.60	16,921.40	25,000.00	832.20	28,500.00
505-43300-573105	CONSENT ORDER - FINE	-	-	3,000.00	-	3,000.00
505-43300-573110	BAD DEBT EXP. W/S	2,867.44	16,603.88	30,000.00	(382.98)	30,000.00
Division: 43300 - SEWER Total:		1,513,221.38	1,749,736.77	2,242,155.42	960,729.35	2,166,862.00

Budget Worksheet



Fund: 505 - WATER & SEWER

Expense

Division: 44200 - WATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
505-44200-511100	REGULAR EMPL, SALARIES	311,362.80	373,050.17	390,000.00	165,241.31	377,939.22
505-44200-511300	OVERTIME	22,912.90	14,998.42	30,000.00	8,525.22	35,000.00
505-44200-512100	GRP INSRNC MEDICAL/DENTAL	110,752.55	189,065.34	105,000.00	106,685.32	190,000.00
505-44200-512110	GROUP INSURANCE LIFE	1,103.45	1,325.64	2,000.00	790.62	2,000.00
505-44200-512111	GROUP INSURANCE VISION	791.55	981.92	1,200.00	524.30	889.00
505-44200-512200	MEDICARE 1.45%	4,734.46	5,421.04	5,000.00	2,416.62	5,000.00
505-44200-512401	RETIREMENT CONTRIBUTIONS	(79,064.61)	3,825.93	50,000.00	19,048.47	50,000.00
505-44200-512600	UNEMPLOYMENT INSURANCE	-	-	5,000.00	-	5,000.00
505-44200-512700	WORKER'S COMPENSATION	14,860.44	14,668.52	20,000.00	7,191.18	20,000.00
505-44200-512850	HRA REIMBURSEMENT	-	736.72	7,000.00	-	7,000.00
505-44200-521201	PROFESSIONAL	-	(8,238.29)	2,000.00	12,540.41	2,000.00
505-44200-521222	IT Services for Water	13,183.26	16,064.46	15,000.00	-	15,000.00
505-44200-521230	ENGINEERING FEES	23,951.25	41,569.75	15,000.00	20,742.25	35,000.00
505-44200-521305	WATER TEST	7,610.00	7,610.00	12,000.00	3,805.00	12,000.00
505-44200-522210	MAINTENANCE AGREEMENTS	109,628.57	100,702.34	115,000.00	88,074.34	135,000.00
505-44200-522220	MAINTENANCE & CLEANING	2,419.65	954.00	10,000.00	3,091.66	10,000.00
505-44200-522231	EQPMNT REPAIR PUMP STATIO	20,533.84	17,693.18	20,000.00	9,757.75	20,000.00
505-44200-522232	REPAIR, WWTP PLANT	-	-	-	-	-
505-44200-522240	STREET REPAIRS/MAINTENANC	3,735.06	7,143.00	15,500.00	8,523.90	15,500.00
505-44200-522250	AUTO & TRUCK REPAIR	3,673.58	1,282.03	8,500.00	1,546.67	8,500.00
505-44200-522255	DAMAGE TO PROPERTY	2,850.13	458.00	1,500.00	-	1,500.00
505-44200-522320	RENTAL OF EQUIP & VEHICLE	989.64	-	5,000.00	87.13	5,000.00
505-44200-523110	LIABILITY INSURANCE	56,714.32	61,464.72	70,000.00	33,653.20	70,000.00
505-44200-523231	CELL PHONES	3,008.01	3,344.01	3,500.00	-	3,500.00
505-44200-523245	CBeyond COMMUNICATIONS	6,258.76	6,284.83	8,000.00	3,207.06	8,000.00
505-44200-523250	USA MOBILITY 770 201 0149	-	2,944.21	2,500.00	1,884.89	2,500.00
505-44200-523310	PUBLIC NOTICES	873.60	1,393.00	2,000.00	14.00	2,000.00
505-44200-523400	PRINTING & BINDING	4,972.11	4,264.70	7,500.00	2,053.46	7,500.00
505-44200-523500	TRAVEL	3,090.90	1,575.64	5,500.00	851.00	5,500.00
505-44200-523600	DUES & FEES	597.40	618.00	3,500.00	314.40	3,500.00
505-44200-523700	EDUCATION & TRAINING	3,100.00	370.00	7,500.00	500.00	7,500.00
505-44200-523840	COLLECTION AGENCY SRVICES	141.96	128.02	1,000.00	162.68	1,000.00
505-44200-523849	CONTRACT LABOR	-	-	1,500.00	-	1,500.00
505-44200-523902	MERCHANT FEES CREDIT CARD	11,325.34	10,891.80	13,500.00	5,571.52	13,500.00
505-44200-523930	DRUG TESTING, VACCINES	507.63	170.33	1,000.00	110.00	1,000.00
505-44200-523940	POSTAGE	7,010.20	6,880.19	8,500.00	3,522.85	8,500.00

505-44200-531110	COMPUTER EXPENSE	6,145.94	1,037.73	10,000.00	303.19	10,000.00
505-44200-531130	OFFICE SUPPLIES	1,961.31	1,543.01	3,000.00	745.11	3,000.00
505-44200-531140	SUPPLIES & MATERIALS	(12,579.60)	31,238.43	75,000.00	9,833.16	125,000.00
505-44200-531142	HAND TOOLS & SMALL EQUIP.	16,646.46	8,308.01	55,000.00	11,371.30	55,000.00
505-44200-531221	SNAPPING SHOALS EMC	32,362.50	31,270.36	35,000.00	14,777.05	35,000.00
505-44200-531229	GA POWER - WTP	1,695.37	1,773.04	3,500.00	1,297.61	5,500.00
505-44200-531270	ENERGY-GASOLINE/DIESEL	13,282.81	10,833.14	20,000.00	7,044.17	20,000.00
505-44200-531510	INV PCH FOR RSALE-WATER	694,939.88	703,775.69	650,000.00	362,441.57	710,000.00
505-44200-531703	LAB SUPPLIES/OTHER	2,046.14	2,095.03	5,000.00	729.21	7,500.00
505-44200-531706	CHEMICALS	3,836.00	6,235.85	12,500.00	2,351.50	12,500.00
505-44200-531740	TIRE EXPENSE	1,230.24	3,202.19	3,500.00	500.76	3,500.00
505-44200-531750	UNIFORMS	6,585.09	2,945.93	7,000.00	2,395.00	7,000.00
505-44200-542200	VEHICLES	-	-	35,000.00	69,673.84	-
505-44200-542401	COMPUTERS	-	3,567.00	7,000.00	3,539.33	7,000.00
505-44200-542500	EQUIPMENT	-	-	50,000.00	-	50,000.00
505-44200-561000	DEPRECIATION	790,342.90	796,068.04	100,000.00	-	100,000.00
Division: 44200 - WATER Total:		2,232,123.79	2,493,535.07	2,041,700.00	997,440.01	2,238,828.22

DIVISION 90000 - OTHER FINANCING USES

505-90000-611901	TRANSFER TO GENERAL FUND	-	-	60,000.00	-	61,259.80
TOTAL OTHER FINANCING USES		-	-	60,000.00	-	61,259.80

WATER Total: **2,300,088.02**

Budget Worksheet



Water & Sewer
 Expense
 Division: 80000 - DEBT SERVICES

		FY 2019	FY 2020	FY 2021	FY 2021 YTD	FY 2022
		ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED EXPENDITURES
Account Number	Account Description					
505-80000-581300	PRINCIPAL-OTHER DEBT	-	-	94,405.67	-	96,323.42
505-80000-582300	INTEREST-OTHER DEBT	38,977.22	18,372.68	34,094.33	17,230.14	30,916.78
Division: 80000 - DEBT SERVICES Total:		38,977.22	18,372.68	128,500.00	17,230.14	127,240.20

Budget Worksheet



Fund: 510 - STORMWATER

Expense

Division: 42500 - STORMWATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
510-42500-511100	REGULAR EMPL. SALARIES	235,762.50	249,361.40	346,093.00	112,047.59	354,784.20
510-42500-511300	OVERTIME	2,069.84	484.05	5,000.00	207.10	5,000.00
510-42500-512100	GRP INSRNC MEDICAL/DENTAL	58,656.52	75,556.37	112,578.00	42,537.12	100,215.80
510-42500-512110	GROUP INSURANCE LIFE	921.34	901.56	2,134.00	539.84	2,200.00
510-42500-512111	GROUP INSURANCE VISION	535.37	434.16	1,236.00	231.60	1,200.00
510-42500-512200	MEDICARE 1.45%	3,452.96	3,466.45	7,000.00	1,595.44	7,000.00
510-42500-512400	PENSION	43,212.49	11,576.19	65,000.00	24,995.03	65,000.00
510-42500-512600	UNEMPLOYMENT INSURANCE	-	-	9,500.00	-	9,500.00
510-42500-512700	WORKER'S COMPENSATION	18,717.53	18,335.63	27,000.00	9,617.34	27,000.00
510-42500-512850	HRA REIMBURSEMENT	-	-	11,000.00	-	11,000.00
510-42500-521201	PROFESSIONAL FEES	-	-	2,500.00	-	2,500.00
510-42500-521222	IT Services for Stormwater	9,612.75	10,713.08	7,000.00	-	7,000.00
510-42500-521230	ENGINEERING FEES	30,034.75	20,620.00	100,000.00	12,374.50	100,000.00
510-42500-522210	MAINTENANCE AGREEMENTS	171.48	57.16	7,000.00	57.16	7,000.00
510-42500-522220	STREET SWEEPING	-	-	25,000.00	-	25,000.00
510-42500-522230	EQUIPMENT REPAIRS	41.99	293.72	5,000.00	21.98	5,500.00
510-42500-522240	STREET REPAIRS/MAINTENANC	184.34	1,650.00	30,000.00	-	30,000.00
510-42500-522250	AUTO & TRUCK REPAIR	8,173.38	10,835.22	10,000.00	4,603.48	10,000.00
510-42500-523110	LIABILITY INSURANCE	2,015.29	2,180.57	2,500.00	1,201.89	2,500.00
510-42500-523231	CELL PHONES	596.92	2,261.92	2,000.00	-	2,000.00
510-42500-523304	PERMITS/ANNUAL REPORT	2,185.00	4,735.00	20,000.00	-	20,000.00
510-42500-523310	PUBLIC NOTICES	-	14.00	3,500.00	14.00	3,500.00
510-42500-523400	PRINTING & BINDING	49.00	-	5,000.00	-	5,000.00
510-42500-523500	TRAVEL	282.00	-	3,000.00	-	3,000.00
510-42500-523600	DUES & FEES	216.80	169.00	1,000.00	118.80	1,000.00
510-42500-523700	EDUCATION & TRAINING	1,409.00	327.00	5,000.00	-	5,000.00
510-42500-523852	NOI IMPLEMENTATION	-	-	7,500.00	-	7,500.00
510-42500-523901	BANK CHARGES	-	-	500.00	-	500.00
510-42500-523902	CREDIT CARD EXPENSES	3,388.09	5,116.95	3,500.00	1,268.00	3,500.00
510-42500-523930	DRUG TESTING, VACCINES	227.86	138.33	500.00	-	500.00
510-42500-523990	LANDFILL FEES	6,076.82	3,856.52	7,000.00	3,137.30	7,000.00
510-42500-531110	COMPUTER EXPENSE	5,500.03	-	5,500.00	-	5,500.00
510-42500-531130	OFFICE SUPPLIES	266.13	392.19	1,000.00	437.69	1,000.00
510-42500-531140	SUPPLIES & MATERIALS	2,293.31	3,823.68	4,000.00	946.55	8,500.00
510-42500-531142	HAND TOOLS & SMALL EQUIP.	1,179.30	315.07	5,000.00	69.30	5,500.00
510-42500-531270	ENERGY-GASOLINE/DIESEL	12,220.78	5,543.47	15,000.00	6,127.65	15,000.00
510-42500-531700	MISCELLANEOUS EXPENSE	464.60	91.98	2,500.00	133.05	2,500.00
510-42500-531740	TIRE EXPENSE	57.04	630.45	5,000.00	428.33	5,000.00
510-42500-531750	UNIFORMS	3,171.43	1,923.15	5,000.00	1,688.40	5,000.00
510-42500-541476	EASEMENTS	-	-	25,000.00	-	25,000.00
510-42500-542200	VEHICLES	-	-	35,000.00	-	55,000.00
510-42500-542400	COMPUTER SOFTWARE	-	3,567.00	7,500.00	3,539.33	10,000.00
510-42500-542500	EQUIPMENT	-	-	10,000.00	-	300,000.00
510-42500-542515	STORMWATER REPAIR	(38,830.00)	50,350.00	200,000.00	32,150.00	255,000.00
510-42500-542518	WATERSHED ASSES. PHASE II	-	-	5,600.00	-	5,600.00
510-42500-561000	DEPRECIATION	64,437.86	68,585.91	65,000.00	-	65,000.00

510-90000-611402	TRANSFER TO SEWER	-	-	60,000.00	-	
Division: 42500 - STORMWATER Total:		478,754.50	558,307.18	1,285,141.00	260,088.47	1,594,500.00

DIVISION 90000 - OTHER FINANCING USES

510-90000-611402	TRANSFER TO GENERAL FUND	-	-	60,000.00	-	60,000.00
TOTAL OTHER FINANCING USES		-	-	60,000.00	-	60,000.00

STORMWATER Total: **1,654,500.00**

Budget Worksheet



Fund: 540 - SANITATION SOLID WASTE COLLECTION

Expense

Division: 45200 - SANITATION SOLID WASTE COLLECTION

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
540-45200-523902	MERCHANT FEES CREDIT CARD	3,944.59	7,887.45	-	1,230.11	2,516.70
540-45200-511100	REGULAR EMPL. SALARIES	38,248.81	40,784.92	41,229.34	18,131.66	42,483.30
540-45200-511300	OVERTIME	-	-	5,000.00	-	5,000.00
540-45200-512100	GRP INSRNC MEDICAL/DENTAL	26,844.72	36,764.85	41,858.17	20,699.46	46,043.98
540-45200-512110	GROUP INSURANCE LIFE	156.00	153.96	2,000.00	94.43	2,000.00
540-45200-512111	GROUP INSURANCE VISION	175.32	188.76	189.00	100.74	189.00
540-45200-512200	MEDICARE 1.45%	548.01	559.11	1,300.00	247.80	1,300.00
540-45200-512401	RETIREMENT CONTRIBUTIONS	12,472.23	3,341.47	13,000.00	5,073.86	13,000.00
540-45200-512700	WORKER'S COMPENSATION	1,385.91	1,613.57	2,200.00	791.72	2,200.00
540-45200-512850	HRA REIMBURSEMENT	-	-	2,000.00	-	2,000.00
540-45200-521232	IT TOTAL TECH	-	-	3,000.00	-	3,000.00
540-45200-521230	ENGINEERING FEES	-	2,700.00	5,000.00	2,620.50	5,000.00
540-45200-522210	MAINTENANCE AGREEMENTS	-	-	1,000.00	-	1,000.00
540-45200-522230	EQUIPMENT REPAIRS	-	195.22	57,723.49	-	60,000.00
540-45200-522246	KUBOTA SANI VEHICLES	-	-	5,000.00	-	5,000.00
540-45200-522250	AUTO & TRUCK REPAIR	108.98	1,392.44	5,000.00	371.40	5,000.00
540-45200-522252	DAMAGE TO CITIZEN ITEMS	-	-	1,000.00	-	1,000.00
540-45200-523231	CELL PHONES	-	1,024.98	-	-	-
540-45200-523310	PUBLIC NOTICES	2,185.00	-	5,000.00	-	5,000.00
540-45200-523400	PRINTING & BINDING	-	265.45	3,000.00	-	3,000.00
540-45200-523700	EDUCATION & TRAINING	-	-	1,500.00	-	1,500.00
540-45200-523902	MERCHANT FEES CREDIT CARD	1,917.27	-	1,000.00	-	1,000.00
540-45200-523906	H. C. COLL. FEE	-	-	10,000.00	-	10,000.00
540-45200-523930	DRUG TESTING, VACCINES	-	-	500.00	-	500.00
540-45200-523940	POSTAGE	-	-	12,500.00	-	12,500.00
540-45200-523990	LANDFILL FEES	363,650.80	444,769.87	450,000.00	235,141.13	520,000.00
540-45200-523991	Sanitation Collections Outsourcing	957,005.60	981,062.20	1,110,000.00	502,667.37	1,300,000.00
540-45200-524000	SWMP COST JT. HC AND CITY	17,184.13	24,612.51	2,000.00	669.36	2,000.00
540-45200-531110	COMPUTER EXPENSE	2,843.57	1,748.84	7,500.00	-	7,500.00
540-45200-531130	OFFICE SUPPLIES	-	14.71	500.00	-	500.00
540-45200-531140	SUPPLIES & MATERIALS	-	-	3,000.00	-	3,000.00
540-45200-531270	ENERGY-GASOLINE/DIESEL	2,083.34	992.40	5,000.00	557.86	5,000.00
540-45200-531704	OTHER SUPPLIES	-	-	1,000.00	-	1,000.00
540-45200-531740	TIRE EXPENSE	-	-	3,000.00	-	3,000.00
540-45200-531750	UNIFORMS	-	-	2,000.00	-	2,000.00
540-45200-542400	COMPUTER SOFTWARE	-	3,567.00	4,000.00	3,539.33	4,000.00
540-45200-561000	DEPRECIATION	33,978.45	15,052.62	34,000.00	-	34,000.00
540-45200-573012	SANITATION FEE REFUND	432.00	208.08	-	-	-
Division: 45200 - SANITATION SOLID WASTE COLLECTION Total:		1,465,164.73	1,568,900.41	1,842,000.00	791,936.73	2,112,232.98

Budget Worksheet



Fund: 555 - MERLE MANDERS CONFERENCE CENTER

Expense

Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
555-15650-511100	REGULAR EMPL. SALARIES	186,428.10	237,223.72	277,534.00	106,151.15	284,732.91
555-15650-511300	OVERTIME	3,694.94	122.50	2,000.00	-	2,000.00
555-15650-512100	GRP INSRNC MEDICAL/DENTAL	93,080.90	148,077.15	168,647.00	83,149.74	185,511.27
555-15650-512110	GROUP INSURANCE LIFE	688.76	876.84	3,420.00	525.07	3,420.00
555-15650-512111	GROUP INSURANCE VISION	625.87	750.48	757.00	403.50	757.00
555-15650-512200	MEDICARE 1.45%	2,572.11	3,276.28	4,560.00	1,464.99	4,560.00
555-15650-512401	RETIREMENT CONTRIBUTIONS	19,150.80	44,982.13	30,500.00	11,069.38	30,500.00
555-15650-512600	UNEMPLOYMENT INSURANCE	-	-	8,400.00	-	8,400.00
555-15650-512700	WORKER'S COMPENSATION	2,836.90	5,808.74	7,920.00	2,843.02	7,920.00
555-15650-512850	HRA REIMBURSEMENT	-	-	6,000.00	-	6,000.00
555-15650-521201	PROFESSIONAL FEES	-	-	500.00	-	-
555-15650-521222	IT Services for MMCC	6,479.41	6,431.94	3,000.00	-	-
555-15650-521340	WEB-SITE	613.99	645.00	1,000.00	600.00	1,000.00
555-15650-522200	REPAIRS & MAINTENANCE	9,466.23	705.77	25,000.00	-	25,000.00
555-15650-522210	MAINTENANCE AGREEMENTS	797.30	457.30	3,500.00	228.65	3,500.00
555-15650-522213	CLEANING	-	-	22,000.00	-	22,000.00
555-15650-522220	MAINTENANCE & CLEANING	-	1,093.00	-	-	-
555-15650-522230	EQUIPMENT REPAIRS	3,052.00	-	5,000.00	1,274.90	3,000.00
555-15650-522251	AUTO EXPENSE	-	-	-	3,791.48	3,000.00
555-15650-522320	RENTAL OF EQUIP & VEHICLE	9,962.81	9,584.00	600.00	2,945.00	3,000.00
555-15650-522341	COPIER RENTAL	552.18	2,208.72	2,000.00	1,288.42	2,000.00
555-15650-523231	CELL PHONES	341.33	1,870.50	-	-	-
555-15650-523245	CBEYOND COMMUNICATIONS	10,753.00	10,802.31	7,000.00	5,407.17	7,000.00
555-15650-523400	PRINTING & BINDING	3,049.55	747.29	500.00	(307.42)	500.00
555-15650-523500	TRAVEL	-	2,529.47	4,000.00	-	3,000.00
555-15650-523600	DUES & FEES	715.01	566.56	700.00	487.01	700.00
555-15650-523700	EDUCATION & TRAINING	1,216.71	2,410.00	5,000.00	-	3,500.00
555-15650-523850	Personnel Services	48,624.09	15,835.76	35,000.00	-	35,000.00
555-15650-523851	CLIENT EVENT ATTENDANT	8,268.47	1,914.26	-	-	-
555-15650-523902	MERCHANT FEES CREDIT CARD	1,779.42	739.52	2,550.00	120.00	2,550.00
555-15650-523933	LINEN	3,783.19	11.00	6,000.00	94.50	6,000.00
555-15650-523940	POSTAGE	-	-	500.00	-	250.00
555-15650-531110	COMPUTER EXPENSE	3,212.88	5,018.22	-	-	-
555-15650-531130	OFFICE SUPPLIES	2,568.47	889.53	2,500.00	100.62	2,500.00
555-15650-531140	SUPPLIES & MATERIALS	2,498.74	376.21	4,000.00	-	4,000.00
555-15650-531142	HAND TOOLS & SMALL EQUIP.	272.15	892.06	1,000.00	-	1,000.00
555-15650-531213	NATURAL GAS	3,755.68	3,634.80	2,500.00	2,275.90	2,500.00
555-15650-531232	GEORGIA POWER	26,735.32	20,127.25	25,000.00	10,015.12	25,000.00
555-15650-531271	FUEL	1,851.76	304.53	500.00	543.55	600.00
555-15650-531400	BOOKS & PERIODICALS	-	-	500.00	-	-
555-15650-531708	FOOD AND BEVERAGE	350.00	-	2,500.00	-	2,500.00
555-15650-531710	CHRISTMAS DECORATIONS	-	137.65	5,000.00	-	5,000.00
555-15650-531720	SIGNS	-	-	1,500.00	-	-
555-15650-531740	TIRE EXPENSE	374.28	-	-	-	1,000.00
555-15650-531750	UNIFORMS	1,148.46	603.34	-	556.44	1,000.00
555-15650-541200	SITE IMPROVEMENTS	1,342.56	900.00	50,000.00	-	100,000.00
555-15650-542200	VEHICLES	-	-	34,996.98	-	-

555-15650-542300	FURNITURE & FIXTURES	324.54	-	-	-	3,500.00
555-15650-542400	Computer Software	-	5,355.00	4,191.02	1,875.00	4,000.00
555-15650-542500	EQUIPMENT	22,020.18	17,580.00	2,240.00	2,240.00	2,250.00
555-15650-561000	DEPRECIATION	87,752.36	91,963.24	40,000.00	-	40,000.00
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		572,740.45	647,452.07	810,016.00	239,143.19	849,651.18

Budget Worksheet



Fund: 565 - AMPHITHEATER COMPLEX

Expense

Division: 61800 - AMPHITHEATER

Account Number	Account Description	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 YTD ACTUAL	FY 2022 PROPOSED EXPENDITURES
565-61800-521100	CONSULTANT FEES					
565-61800-521201	PROFESSIONAL FEES					
565-61800-521300	TECHNICAL SERVICES					
565-61800-522210	MAINTENANCE AGREEMENTS					
565-61800-522219	LANDSCAPING					
565-61800-522220	MAINTENANCE & CLEANING					70,000.00
565-61800-522230	EQUIPMENT REPAIRS					
565-61800-523240	AT&T CLUB SERVICES					
565-61800-523850	PERSONNEL SERVICES					
565-61800-531140	SUPPLIES & MATERIALS					
565-61800-531143	SECURITY UPGRADES					
565-61800-531222	GA POWER ELECTRICITY					
565-61800-531233	STREET LIGHTS OUTSIDE					
565-61800-531270	ENERGY-GASOLINE/DIESEL					
565-61800-541300	BUILDING IMPROVEMENTS					
565-61800-541416	CONSTRUCTION COSTS		5,762,814.75	250,000.00		180,000.00
565-61800-542300	FURNITURE & FIXTURES					
565-61800-542500	EQUIPMENT					
Division: 61800 - AMPHITHEATER Total:			5,762,814.75	250,000.00		250,000.00

Capital Improvement Plan

Stockbridge

Where Community Connects



The City of Stockbridge

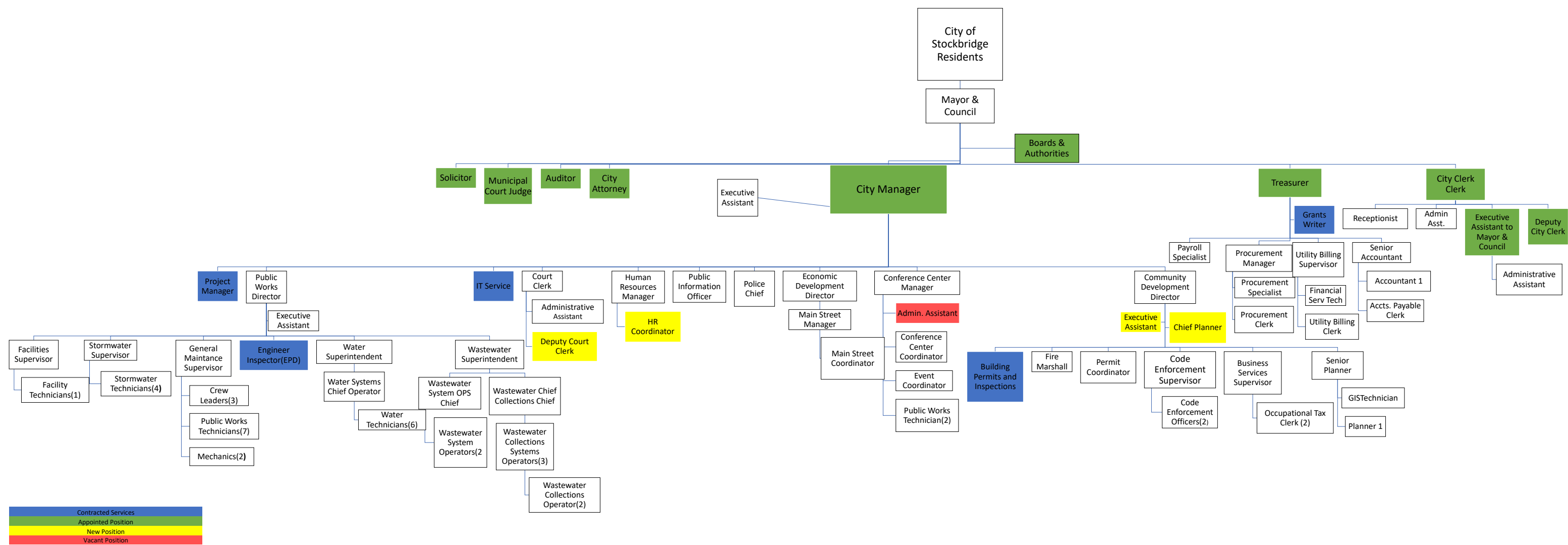
CIP EXPENDITURES SUMMARY BY PROJECT

FUND - 353

	Estimated Project Cost	Amount Anticipated To Be Used In	Balance To Be Carried Over To						Projected Five Year Total	Funding Source
Projects:	FY2021	FY2021		FY2022	FY2023	FY2024	FY2025	FY2026		
Amphitheater	\$ 23,085,254	\$ 22,985,254	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	Fund Balance/SPLOST IV/Bonds
Monument Sign	\$ 152,000	\$ -	\$ 79,820	\$ 79,820	\$ -	\$ -	\$ -	\$ -	\$ 79,820	Fund Balance
Cultural Art Center	\$ 18,000,000	\$ 226,832	\$ 17,773,168	\$ 3,554,634	\$ 3,554,634	\$ 3,554,634	\$ 3,554,634	\$ 3,554,634	\$ 17,773,168	Bonds
Multi-Purpose Facility/Senior and Youth	\$ 10,000,000	\$ -	\$ 10,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 10,000,000	Bonds
Public Works Facility	\$ 3,045,268	\$ 3,045,268	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	SPLOST IV
Alleyway Project	\$ 350,000	\$ -	\$ 350,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	Fund Balance/SPLOST V
Ted Strickland Community Center Renovation	\$ 444,000	\$ -	\$ 444,000	\$ 444,000	\$ -	\$ -	\$ -	\$ -	\$ 444,000	Fund Balance
Splash Pad Park	\$ 500,000	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	SPLOST IV/Bonds
Reeves Creek Trail Improvement	\$ 1,421,987	\$ 1,421,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Master Trail Project	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 1,000,000	
Wayfinding Project	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 333,333	\$ 333,333	\$ 333,333	\$ -	\$ -	\$ 1,000,000	
Sidewalks and Streetscape Improvement	\$ 3,655,725	\$ -	\$ 1,000,000	\$ 333,333	\$ 333,333	\$ 333,333	\$ -	\$ -	\$ 1,000,000	
Road Improvement	\$ 5,000,000	\$ 381,132	\$ 5,141,732	\$ 1,028,346	\$ 1,028,346	\$ 1,028,346	\$ 1,028,346	\$ 923,774	\$ 5,037,160	SPLOST V
Infrastructure Improvement	\$ 7,000,000	\$ -	\$ 7,000,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,600,000	\$ 7,200,000	SPLOST V
Total Proposed Expenditures	\$ 74,654,234	\$ 28,060,473	\$ 44,388,720	\$ 10,623,467	\$ 9,149,647	\$ 8,649,647	\$ 7,982,980	\$ 8,078,408	\$ 44,484,148	

	Final Adopted	Amount Anticipated To Be Used In	Balance To Be Carried Over To						Projected Five Year Total	
Funding Type	FY2021	FY2021		FY2022	FY2023	FY2024	FY2025	FY2026		
General Fund	\$ 12,000,000	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 1,500,000	
CIP Bond	\$ 27,190,764	\$ -	\$ -	\$ 3,237,907	\$ 3,101,677	\$ 2,063,131	\$ 2,729,798	\$ 2,729,799	\$ 13,862,312	
Future SPLOST (V)	\$ 20,525,912	\$ -	\$ -	\$ 3,554,634	\$ 3,547,970	\$ 4,086,516	\$ 3,753,182	\$ 3,848,610	\$ 18,790,912	
SPLOST IV (Suntrust Cash)	\$ 5,353,937	\$ -	\$ -	\$ 2,330,926	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 4,330,926	
Grants/AAPR	\$ 9,583,620	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$ 6,000,000	
Sale of Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Proposed Funding Sources	\$ 74,654,234	\$ -	\$ -	\$ 10,623,467	\$ 9,149,646	\$ 8,649,647	\$ 7,982,980	\$ 8,078,409	\$ 44,484,149	

City of StockBridge Organizational Chart - effective 1/1/2022



DEPARTMENT	REPORTS TO	CLASS TITLE	Pay Grade	Min	Mid
City Clerk	City Clerk	Receptionist	101	\$25,753.00	\$32,835.00
MMCC	Conference Center Manager	Public Works Technician	102	\$27,041.00	\$34,477.00
Public Works	General Maintenance Supervisor	Public Works Technician	102	\$27,041.00	\$34,477.00
Sanitation	Utility Billing Supervisor	Utility Billing Clerk	104	\$29,812.00	\$38,011.00
Sewer	Wastewater Superintendent	Wastewater Collections Operator I	104	\$29,812.00	\$38,011.00
Sewer	Utility Billing Supervisor	Utility Billing Clerk	104	\$29,812.00	\$38,011.00
Water	Water Systems Superintendent	Water Systems Technician I	104	\$29,812.00	\$38,011.00
Sewer	Wastewater Superintendent	Wastewater Systems Operator I	105	\$31,303.00	\$39,911.00
Sewer	Wastewater Superintendent	Wastewater Technician I	105	\$31,303.00	\$39,911.00
City Clerk	City Clerk	Administrative Assistant	106	\$32,868.00	\$41,907.00
Public Works	Public Works Administrative Assistant	Administrative Assistant	106	\$32,868.00	\$41,907.00
Public Works	General Maintenance Supervisor	Mechanic	106	\$32,868.00	\$41,907.00
Stormwater	Stormwater Supervisor	Stormwater Technician	106	\$32,868.00	\$41,907.00
Water	Water Superintendent	Water Systems Technician II	107	\$34,511.00	\$44,002.00
Business Services	Business Services Supervisor	Occupational Tax Clerk	107	\$34,511.00	\$44,002.00
Administration	Senior Accountant	Accounts Payable Clerk	107	\$34,511.00	\$44,002.00
Administration	Procurement Manager	Procurement Clerk	107	\$34,511.00	\$44,002.00
Public Works	General Maintenance Supervisor	Public Works Crew Leader	107	\$34,511.00	\$44,002.00
Sewer	Wastewater Superintendent	Wastewater Systems Operator II	107	\$34,511.00	\$44,002.00
Main Street	Main Street Manager	Main Street Coordinator	108	\$36,237.00	\$46,202.00
Code Enforcement	Community Development Director	Code Enforcement Officer	108	\$36,237.00	\$46,202.00
Water	Water Superintendent	Water Systems Technician III	108	\$36,237.00	\$46,202.00
Business Services	Community Development Director	Business Services Supervisor	109	\$38,411.00	\$48,974.00
Administration	Treasurer/CFO	Payroll Specialist	109	\$38,411.00	\$48,974.00
Municipal Court	Court Clerk	Deputy Court Clerk	109	\$38,411.00	\$48,974.00
MMCC	Conference Center Manager	Conference Center Coordinator	109	\$38,411.00	\$48,974.00
Water	Treasurer/CFO	Utility Billing Clerk Supervisor	109	\$38,411.00	\$48,974.00
Governing Body	Mayor & Council	Executive Assistant to Mayor & Council	110	\$40,716.00	\$51,913.00
Executive	City Manager	Executive Assistant	110	\$40,716.00	\$51,913.00
MMCC	Conference Center Manager	Events Coordinator	110	\$40,716.00	\$51,913.00
Permitting	Community Development Director	Building Permit Coordinator	110	\$40,716.00	\$51,913.00
Planning	Senior Planner	GIS Technician	110	\$40,716.00	\$51,913.00
Human Resources	Human Resources Manager	Human Resources Coordinator	111	\$43,159.00	\$55,028.00

Administration	Senior Accountant	Accountant	111	\$43,159.00	\$55,028.00
City Clerk	City Clerk	Deputy City Clerk	111	\$43,159.00	\$55,028.00
Stormwater	Public Works Director	Stormwater Supervisor	112	\$45,749.00	\$58,329.00
Planning	Senior Planner	Planner 1	113	\$48,493.00	\$61,829.00
Finance	Procurement Manager	Procurement Specialist	113	\$48,493.00	\$61,829.00
Executive	City Manager	Public Information Officer	113	\$48,493.00	\$61,829.00
Main Street	Economic Development Director	Main Street Manager	113	\$48,493.00	\$61,829.00
Administration	Treasurer/CFO	Senior Accountant	113	\$48,493.00	\$61,829.00
MMCC	City Manager	Conference Center Manager	113	\$48,493.00	\$61,829.00
Municipal Court	City Manager	Court Clerk	113	\$48,493.00	\$61,829.00
Sewer	Wastewater Superintendent	Wastewater Systems Chief Operator	113	\$48,493.00	\$61,829.00
Sewer	Wastewater Superintendent	Wastewater Collections Chief Operator	113	\$48,493.00	\$61,829.00
Water	Water Superintendent	Water Systems Chief Operator	113	\$48,493.00	\$61,829.00
Public Works	Public Works Director	Facilities Maintenance Supervisor	116	\$57,756.00	\$73,640.00
Public Works	Public Works Director	General Maintenance Supervisor	116	\$57,756.00	\$73,640.00
Sewer	Public Works Director	Wastewater Plant Superintendent	116	\$57,756.00	\$73,640.00
Water	Public Works Director	Water Superintendent	116	\$57,756.00	\$73,640.00
Code Enforcement	Community Development Director	Code Enforcement Supervisor	116	\$57,756.00	\$73,640.00
Planning	Community Development Director	Senior Planner	116	\$57,756.00	\$73,640.00
Planning	Community Development Director	Chief Planner	118	\$65,507.00	\$83,522.00
Executive	City Manager	Project Manager	118	\$65,507.00	\$83,522.00
Finance	Treasurer/CFO	Procurement Manager	118	\$65,507.00	\$83,522.00
Econ Development	City Manager	Economic Development Director	119	\$70,093.00	\$89,368.00
Permitting	Community Development Director	Fire Marshal	119	\$70,093.00	\$89,368.00
Human Resources	City Manger	Human Resources Manager	119	\$70,093.00	\$89,368.00
City Clerk	Mayor & Council	City Clerk	119	\$70,093.00	\$89,368.00
Public Works	City Manger	Public Works Director	121	\$80,249.00	\$102,318.00
Executive	City Manager	Community Development Director	122	\$85,867.00	\$109,480.00
Executive	Mayor & Council	Treasurer/CFO	123	\$91,878.00	\$117,144.00
Executive	City Manager	Assistant City Manager	124	\$98,309.00	\$125,344.00
Executive	City Manager	Police Chief	124	\$98,309.00	\$125,344.00
Executive	Mayor & Council	City Manager	125	\$105,191.00	\$134,118.00

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\$142,410.00
\$152,379.00
\$152,379.00
\$163,045.00

Job Title: Deputy Court Clerk

PG: 109: Min.: \$38,411.60 Mid: \$48,944.46 Max: \$59,538.22

Job Summary: The Deputy Court Clerk position assists the Court Clerk in the management of all administrative and clerical functions related to operation of the court, including receiving, examining, preparing, and processing a variety of legal documents in support of court operations, and other duties as required by law.

Class Characteristics:

Deputy Court Clerk: This is the entry- to mid-level classification.

Major Duties:

- Receives and examines legal documents for accuracy, completeness and conformity to requirements, returns unacceptable documents, affixes seals and stamps to endorse, certify and file documents.
- Receives, reviews, processes, certifies and prepares required legal documents and records for court sessions.
- Prepares and maintains documents and exhibits, files legal documents and related case materials, retrieves and delivers files and documents to court or appropriate parties, maintains court records and files.
- Advises attorneys, agencies and the public on case status in a professional manner, provides procedural information, answers inquiries and explains filing processes, explains fees and fines, assists individuals in locating material and information.
- Prepares documents in conformance with court orders, issues legal documents, such as warrants, writs, subpoenas, abstracts and other official documents on behalf of the court in accordance with policies and procedures, recalls warrants, exonerates bail, prepares judgments and dismisses or seals cases in accordance with established codes and court procedures.
- Accepts fines and fees, maintains and updates financial records.
- Prepares court calendars and/or schedules cases for hearings, conferring with the appropriate individuals according to established procedures, distributes calendars and related case files for review.
- Performs a variety of office and court support work, prepares letters, correspondence, forms and other documents, maintains copies of documents, operates computers, maintains and updates files and databases, generates computer reports, performs word processing, operates office equipment, maintains and retrieves archived records.

- **Job Title: Deputy Court Clerks** (continued)

- Performs other duties as assigned.

Additional Duties for the Deputy Court Clerks:

- Attends Court sessions, takes minutes of actions and proceedings, request clarifications of instructions and order of actions to properly note the official court record.
- Maintains court records and files, such as records of court-appointed counsel and experts, receipts, marks and takes custody of evidence.
- Prepares a variety of documents related to court operations and coordinates the flow of documents necessary for court assignment, arranges for interpreters.
- Performs difficult and complex duties related to reviewing legal documents and examining them for accuracy, completeness and conformity to requirements.
- At the direction of the judge, prepares and issues legal orders, such as warrants, writs, orders, subpoenas, abstracts and other official documents on behalf of the court, recalls warrants, exonerates bail, prepares judgments and dismisses or seals cases in accordance with established codes and court procedures.
- Oversees the management of special program areas.
- Is willing and able to accept cross training and work assignments in all units.
- Assists and cooperates with the cross-training of other Court Clerks.

Knowledge Required by the Position:

- Personal computers and standard software applications related to court support work.
- Basic filing and financial record keeping systems.
- Basic accounting practices.
- Office procedures and practices.
- Mathematics sufficient to take and receipt cash money, accurately calculate and give change, balance a cash drawer and perform calculations using addition, subtraction, multiplication and division.
- Accurately set up, monitor and maintain financial records.
- Work independently and follow instructions.
- Establish and maintain cooperative working relationships with others, individually and in a team environment.
- Learn court policies, procedures, documents and terminology affecting assigned functions.
- Ability and willingness to accept varied work assignments.

Job Title: Deputy Court Clerks (continued)

- Knowledge of or ability to understand modern records management techniques and retrieval systems;
- As an essential function of this position, the employee must be able to handle high levels of stress satisfactorily and be congenial with other employees, court professionals and the public;
- Knowledge of or ability to understand and interpret local and state laws, policies, codes, and regulations;
- Ability to communicate clearly and effectively, orally and in writing;
- Ability to read, analyze and interpret complex documents;
- Ability to maintain confidentiality and exercise considerable skill in handling sensitive information and data;
- Knowledge of modern office procedures and equipment;
- Consistently demonstrate ability to respond to changing situations in a flexible manner in order to meet current needs, such as reprioritizing work as necessary;
- Ability to take the initiative to make decisions/choices without direct supervision;
- Ability to carry out oral and written instructions;
- Ability to maintain an organized office environment;
- Ability to exercise judgment to resolve constituent inquiries.

Additional Knowledge for the Deputy Court Clerks:

- Proficient knowledge of legal procedures, documents and terminology used in court cases;
- Proficient knowledge of a variety of policies, rules, procedures and regulations;
- Proficient knowledge of the court's case management system and statistical reporting requirements;
- Proficient knowledge of statutes, policies and procedures, documents and terminology affecting assigned functions;
- Ability to perform a wide variety of complex and specialized clerical and accounting support work;
- Ability to interpret, explain and apply a variety of policies, rules, procedures and regulations;
- Ability to locate, read and understand statutes and instructions related to court processes and proceedings;
- Ability to understand and follow court calendar procedures;
- Ability to gather, organize and present a variety of data and information;
- Ability to prepare clear, concise and accurate minutes, records and reports;
- Ability to attend court sessions and perform a variety of support

functions;

Job Title: Deputy Court Clerks (continued)

- Ability to effectively represent the court in responding to inquiries, providing assistance and dealing with concern from the public, community organizations, other County staff and agencies;
- Ability to perform a wide range of case processing functions;
- Ability to take and transcribe notes of court proceedings;
- Ability to prepare and maintain court calendars;
- Ability to work proactively and interact positively with all court staff, other staff contacted during the course of performing job duties, and the public;
- At the Court Clerk level, must possess the knowledge, skills, and ability to serve the supervising clerk in her/his absence;
- At the Court Clerk level, perform work demonstrating superior problem solving skills and must possess the knowledge, skills, and ability to oversee the management of special program areas; must possess the knowledge, skills, and ability to perform specialized complex case processing and/or effectively perform all courtroom duties;
- At the Court Clerk level, must possess the knowledge, skills, and ability to mentor, train, and assign work to lower level Court Clerks; must possess the knowledge, skills, and ability to perform special assignments.

Supervisory Controls: The work of the Deputy Court Clerks is performed under the general supervision of the Court Clerk.

Guidelines: Guidelines include state and federal laws and regulations governing municipal administration; City and departmental rules and regulations, and City ordinances, policies and procedures.

Complexity: Work requires analysis and judgment in accomplishing diverse duties. Work requires the exercise of independent thinking within the limits of guidelines, policies, standards and precedents.

Personal Contacts: Contacts typically occur with co-workers, Judge, Solicitor, City Attorney, and the general public.

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

Job Title: Deputy Court Clerks (continued)

Physical Demands: This work is performed indoors in an office setting and involves occasional light lifting.

Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: none

Minimum Qualifications:

Deputy Court Clerk: Associate's degree in criminal justice or a closely related field supplemented by two (2) years of experience performing responsible administrative support and clerical duties; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job; must possess within 12 months the Georgia Municipal Court Clerk Certification and within 90 days be certified with the Georgia Crime Information Center (GCIC); ability to accurately type a minimum of 45 words per minute.

Job Title: Human Resources Coordinator

PG:112 – (min)\$45,749.45 (mid) \$58,329.39 (max) \$70,910.34

Class Characteristics: This is the full-performance non-exempt level classification.

Job Summary: This position will compile and maintain personnel records for all City employees. Maintain time and attendance records and payroll information including leave records, payroll deductions, employee status changes, etc. Administers benefits programs and assists employees with personnel-related matters. Work is performed under the general supervision of the Human Resources Manager with general guidance and direction.

Purpose of Classification:

The purpose of this classification is to provide human resources administrative and technical support functions to employees and support the day-to-day operations of the human resources department.

Essential Duties and Responsibilities:Personnel

- Maintain personnel files, documents, and archive documents following the retention schedule and HR policies and procedures.
- Assist with new-hire procedures, including coordinating new employee orientation, creating new employee files, administering new-hire employment materials, and ensuring all necessary paperwork is properly completed and filed accurately.
- Sets up new employee data in INCODE, UKG/Kronos for time and attendance, and MSI Benefits portal for benefits enrollment.
- Organize, maintain, generate reports, and update employee information as needed in HRIS.
- Respond to internal and external HR-related inquiries or requests as directed.
- Maintains confidentiality of work-related issues and City Information.
- Provide follow-up to assignments and weekly and monthly status reports to the HR Manager.
- Maintains official personnel records for City employees including employment applications, personnel action forms, I-9 forms, personal data, compensation, and benefits information, and performance reviews, medical files, and termination files.
- Reviews and files personnel action forms; submit relevant changes to insurance, retirement, and compensation benefits.
- Support the recruitment/hiring process which may include but not limited to scheduling applicants, sending correspondence, interviews, offer letters, and background checks, creating and storing recruitment files.

- Assist with off-boarding employees which includes collecting city property, filing appropriate documentation, removal from INCODE, UKG/Kronos payroll and benefits, notifying MSI benefit coordinator, and consolidating personnel records.

Benefits

- Assist with the payment of department invoices and reconcile insurance billing statements.
- Tracks and coordinates FMLA.
- Interpret and communicate Human Resources rules, regulations, policies, and procedures.
- Assists employees with questions on their benefits including insurance, retirement, workers' compensation, Family and Medical Leave Act, other fringe benefits process necessary paperwork and makes proper notifications to ensure appropriate actions are taken.
- Coordinates employee customer service programs, including employee recognition awards, employee luncheons (thanksgiving, Christmas, etc.)
- Coordinate's wellness program, including maintaining participation records and arranging for annual flu shots, wellness events and meetings through Wellness Provider.
- Assists with year-end ACA and workers' compensation reporting
- Assists with open enrollment each year.
- Performs job-related duties as assigned.

Knowledge, Skills and Abilities:

- Ability to carry out oral and written instructions.
- Ability to communicate clearly and effectively, orally and in writing.
- Proficient in coordinating a variety of difficult, technical administrative functions at a level requiring extensive independent decision-making within established rules, policies, and procedures.
- Ability to establish and maintain effective working relationships with employees, and the public.
- Ability to exercise independent thinking and exercise judgment to resolve employee and public inquiries.
- Ability to interpret policies, administrative regulations, and federal and state law accurately to others.
- Ability to maintain an organized office environment.
- Ability to maintain confidentiality and exercise considerable skill in handling sensitive information and data.
- Ability to occasionally work during evening hours to attend city meetings and events.
- Ability to perform research and compile information from a variety of sources.
- Ability to prepare clear, concise, grammatically correct letters, memos, staff meeting minutes, and other written documents.
- Proficient in setting priorities, defining tasks, scheduling and coordinate activities and functions,

- Consistently demonstrate ability to respond to changing situations in a flexible manner to meet current needs, such as reprioritizing work as necessary and excellent time management skills.
- Knowledge of state records retention schedule.
- Knowledge of current human resources principles and best practices, employment laws, policies, and federal and state regulations.
- Proficient in standard human resources administrative procedures and office management techniques.
- Proficient in recordkeeping and filing systems.
- Proficient computer skills: advanced Microsoft Office skills, especially Microsoft Word, Excel, and PowerPoint.

Supervisory Controls: The work of this position is directed by the Human Resources Manager.

Guidelines: Guidelines include state and federal laws and regulations governing City and departmental rules and regulations, and City ordinances, policies, and procedures.

Complexity: Work requires the exercise of independent thinking within the limits of guidelines, policies, standards, and precedents.

Personal Contacts: Contacts typically occur with co-workers, vendors, elected officials, City employees and the public.

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

Physical Demands: This work is performed indoors in an office setting, involves occasional light lifting.

Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: None.

Minimum Qualifications:

- Minimum of 3 to 5 years of human resources administrative experience required.
- Associates or bachelor's degree with a focus in Human Resources or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
- Strong customer service and communication skills
- Ability to work independently with minimal direction.
- Proficient with Microsoft Office Suite (Outlook, Word, PowerPoint, and Excel) is required.

- Performs administrative duties in the City's Human Resource Department, including filing documents, answering phones, maintaining calendars, travel arrangements, scanning documents, organizing files.
- Must have demonstrated the ability to work independently and within a team environment in a fast-paced ever-changing atmosphere, excellent written and interpersonal skills; must have a valid State of Georgia Driver's License.

Job Title: Chief Planner

PG:118 – (min) \$65,507.24 (mid) \$83,522.34 (max) \$101,536.43

Class Characteristics: This is the full-performance exempt level classification.

Job Summary: The Chief Planner performs supervisory and professional level planning duties in the administration of the City's Comprehensive Plan, and other areas as assigned. Performs complex and advanced City planning activities involving extensive knowledge of the principles and practices of urban planning and manages GIS applications. The Chief Planner manages and supervises the Planning & Zoning and GIS divisions within the larger planning department of an organization and may function as a deputy for the Community Development Director.

Essential Duties and Responsibilities:

The duties assigned include, but are not limited to, the following:

- Performs and manages complex and sensitive professional planning projects, research, and analysis
- Monitors and ensures compliance with local, state, and federal laws
- Oversees specialized planning functions such as large-scale new development proposals and environmental studies
- Provides overall management of division-related planning issues
- Advises the Community Department Director on planning-related matters
- Advises various councils, boards, commissions, and elected officials in planning-related issues
- Serves as liaison and performs all necessary functions in support of Planning Commission
- Assigns work to professional staff and ensures appropriate training is provided
- Evaluates operations and activities of assigned responsibilities
- Prepares reports on operations and activities, recommending improvements and modifications
- Handles personnel matters
- Participates in budget preparation and administration, monitors, and controls expenditures
- Attends substantial number of evening and weekend meetings
- Other planning related duties as assigned.

Knowledge, Skills and Abilities:

- Thorough knowledge of urban planning and development and local government policies and procedures
- Thorough knowledge of specialization such as land use planning/zoning, transportation planning, environmental planning, urban design, housing, , historic preservation or economic development
- Research methods and statistical principles related to urban growth and development
- Methods and techniques of effective technical report preparation and presentation
- Pertinent federal, state, and local laws, codes and regulations including recent changes
- Principles and practices of supervision, training, and personnel management
- Budgeting procedures and techniques
- Recent developments, current literature and sources of information related to municipal planning and administration.
- Knowledge of local government procedures and practices
- Citizen involvement techniques and processes
- Knowledge of computer programs and applications, which may include Microsoft Office, Internet applications, econometric or transportation modeling, and database management
- GIS programs and applications
- Must be innovative, detail-oriented, experienced in highly visible/controversial projects
- Capable of managing multiple, high-priority assignments
- Strong interpersonal skills to develop good working relationships with staff, officials, and stakeholders and to resolve complaints
- Strong analytical skills to interpret research data for reports and apply mathematic techniques in practical situations
- Reading comprehension to understand technical and legal materials.
- Ability to work on several projects or issues simultaneously
- Ability to provide effective supervision and staff management
- Ability to manage projects effectively and meet firm deadlines
- Ability to express ideas clearly and concisely, both in writing and orally
- Ability to manage and conduct in-person and virtual public participation activities, meetings, and hearings
- Ability to work with computers, proficient with standard data and word processing software
- Experience in using GIS software such as Arc GIS.
- Proficient computer skills: advanced Microsoft Office skills, especially Microsoft Word, Excel, and PowerPoint.

CHIEF PLANNER (CONT'D)

Supervisory Controls: The work of this position is directed by the Community Development Director.

Guidelines: Guidelines include state and federal laws and regulations governing City and departmental rules and regulations, and City ordinances, policies, and procedures.

Complexity: Work requires the exercise of independent thinking within the limits of guidelines, policies, standards, and precedents.

Personal Contacts: Contacts typically occur with co-workers, developers, city employees and the public.

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

Physical Demands: This work is performed indoors in an office setting, involves occasional light lifting.

Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: Senior Planner, Planner 1 and GIS Analyst.

Minimum Qualifications:

Master's degree in planning or a closely related field and at least five years of experience in the planning profession. Three to four years of supervisory experience in city or regional planning, and/or an equivalent combination of professional experience and training which provides the required knowledge, skills, and abilities. AICP Certification preferred. A Georgia Driver's License is required.

Job Title: Executive Assistant – Community Development (New)

PG: 110 Min. \$40,716.11 Mid. \$51,913.75 Max. \$63,110.38

Job Summary: This position is that of an executive administrative assistant who performs a wide range of administrative, customer service, project management, program related and management support tasks in the Community Development Department. Work is varied, complex and involves customer service responsibilities as well as professional work such as research, analysis, and report generation. Work may cover assignments dealing with every facet of the Department's operations. This position's primary focus is administrative support for the Department, Planning Commission, and any other boards assigned to the department. In addition, special projects may be assigned from time to time and may represent the department with internal and external groups and committees.

Class Characteristics: This is an exempt level classification.

Major Duties:

- Assist the Community Development Director with administrative functions of the department including budget, payroll, communications, information/data management, travel/training preparation, internal and external coordination, meetings, and policy implementation.
- Communicates with other departmental staff on a variety of requests.
- Compiles data for daily, monthly, and annual reports; responds to information requests and prepares reports for distribution.
- Provides staff support to the Planning Commission and other boards including the preparation of agendas, minutes, correspondence, and memos, responding to emails, filing, opening and evaluating mail, scheduling, setting and preparing for meetings, responding to requests for information, and assisting with other support as needed.
- Files and retrieves materials and data from department computerized and manual filing systems; maintains the department's filing system.
- Maintain various confidential records, correspondence, and information, and is responsible for protecting and maintaining the confidentiality of this information.
- Manages supplies and office equipment use through departmental

- check-out system; issues supply and equipment (keys) to staff.
- Assist in the response to open records requests, public inquiries and internal requests for information.
- Receives and responds to public inquiries on the telephone and in-person; provides information and refers inquiries to other City employees when required.
- Processes requisitions for a variety of purchases thru the purchasing system. Able to track all expenses and maintain detailed files.
- Research special projects required by planning staff or management in conjunction with land development applications, building permits and public requests.
- May provide planning related information to property owners, architects, developers, realtors, appraisers, and the public.
- Prepare and create forms, pamphlets, or checklists to assist applicants, the public and staff.
- Assist the Community Development Director with the preparation of packets for the City Council and Planning Commission.
- Responsible for maintaining the digital presence of the Community Development Department including the department website information, social media, and other platforms.
- Performs other duties as assigned.

Knowledge Required by the Position:

- Ability to compile data and write clear, concise reports.
- Ability to establish and maintain effective working relationships with City officials, employees and the public.
- Ability to maintain an organized office environment.
- Excellent written and verbal communication skills; Proficient mathematical skills.
- Excellent customer service skills and interpersonal skills.
- General knowledge of municipal government.
- Knowledge of City ordinances, policies and procedures.
- Knowledge of modern office procedures and equipment.
- Knowledge of the operation of a variety of tools and equipment.
- Proficient in using a variety of computer programs Microsoft Word; Excel, PowerPoint, Outlook for administrative functions.
- Knowledge of purchasing procedures.

Supervisory Controls: The work of this position is performed under the general supervision of the Community Development Director and Chief Planner.

Guidelines: Guidelines include City and departmental manuals,

policies and procedures.

Complexity: The work consists of administrative, technical and clerical duties.

Personal Contacts: Contacts are typically with co-workers, developers, inspectors, planning staff and the general public.

Purpose of Contacts: Contacts typically occur in order to give and exchange information and provide services.

Physical Demands: This work is performed indoors in an office setting and involves occasional minor lifting.

Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: None.

- **Minimum Qualifications:** High school diploma or GED equivalent and (5) years of senior or executive support experience in a municipal government or closely related field. An equivalent combination of education and experience may be considered. Must have the ability to work with minimal supervision. Must be a team player and make a positive contribution to the organization. Excellent customer service skills; highly organized; Experience and an advanced level proficiency with Microsoft Office Suite Products; Ability to work flexible hours to attend evening meetings; a valid State of Georgia Driver's License.



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

November 8, 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: \$86,885.00

FROM ACCOUNT: 505-44200-522210

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: INVITATION TO BID (ITB) NUMBER 16RFP101216-DRR – AMERICAN TANK MAINTENANCE, LLC – FULL-SERVICE TANK MAINTENANCE PROGRAM

BACKGROUND INFORMATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Invitation To Bid (ITB) Number 16RFP101216-DRR, for American Tank Maintenance, LLC, Full-Service Tank Maintenance. Invitation To Bid (ITB) Number, 16RFP101216-DRR for Full-Service Tank Maintenance was approved by Council on April 9th, 2018, for estimated not to exceed amount, \$614,190.00, over a ten-year period.

The initial contract term of the Agreement is for one (1) year, with ten (10), one (1) year renewal options.

STAFF RECOMMENDATION:

The Public Works Department is requesting City Council's approval to renew the term Contract pursuant to Invitation To Bid (ITB) Number 16RFP101216-DRR, Full-Service Tank Maintenance Program, between American Tank Maintenance, LLC, 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.

The initial contract term of the Agreement is for one (1) year, with ten (10), one (1) year renewal options. The contract expires December 2021. This is the third renewal, and the Public Works Department is requesting a contract renewal through December 2022. The renewal process of this contract was approved by the City Manager.

The Public Works Department has determined that American Tank Maintenance, LLC, has performed all work in accordance with the contract requirements, and have provided quality service to the City.

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.

Exhibit 1 - Maintenance Schedule / Scope of Services

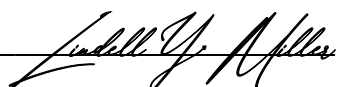
Exhibit 2 – Approved Agenda April 9, 2018/Service Agreement

Exhibit 3 - User Department Request to renew

Fiscal Impact: Funds will be provided from account number 505-44200-522210 (Maintenance Agreements).

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 _____



Water Tank Maintenance

City of Stockbridge

City of Stockbridge

New Logo Install Pricing & Terms

1,000,000 Gallon Elevated Tank

Art Logo Install

- Pressure Wash / Hand Tool / Spot Prime from the catwalk up
 - Block out existing logos and repaint the catwalk up
 - Install two new art logos
- \$32,800**

500,000 Gallon Elevated Tank

Art Logo Install

- Pressure Wash / Hand Tool / Spot Prime from the catwalk up
 - Block out existing logos and repaint the catwalk up
 - Install one new art logo
- \$20,800**

100,000 Gallon Elevated Tank

Art Logo Install

- Pressure Wash / Hand Tool / Spot Prime from the catwalk up
 - Block out existing logos and repaint the catwalk up
 - Install one new art logo
- \$16,133**

300,000 Gallon Standpipe Tank

Art Logo Install

- Move the complete exterior paint job up from Year 3 to Year 2 to block out existing logo
 - City will need to commit to paying through year 3 on this tank to bring paint job forward
 - Install one new art logo
- \$6,667**

The following page identifies the revised annual payments for each tank. Once the logo has been installed should the Owner elect to cancel this agreement then the balance of the amount identified for logo install shall be due and payable within thirty days.

Owner Initial

Company Initial

City of Stockbridge

	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Contract Year 8	Contract Year 9	Contract Year 10
1,000,000 - Elevated	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior Renovation Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Interior Renovation Visual Inspection Any Needed Repairs Emergency Service
	\$ 29,278	\$ 29,278	\$ 29,278	\$ 29,278	\$ 29,278	\$ 29,278	\$ 29,278	\$ 29,278	\$ 29,278	\$ 29,278
Addendum #1 - Logos		\$ 10,934	\$ 10,933	\$ 10,933						
100,000 - Elevated	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior Renovation Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Interior Renovation Visual Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service
	\$ 6,940	\$ 6,940	\$ 6,940	\$ 6,940	\$ 6,940	\$ 6,940	\$ 6,940	\$ 6,940	\$ 6,940	\$ 6,940
Addendum #1 - Logos		\$ 5,378	\$ 5,378	\$ 5,377						
300,000 - Standpipe	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior Renovation Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Interior Renovation Visual Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service
	\$ 9,516	\$ 9,516	\$ 9,516	\$ 9,516	\$ 9,516	\$ 9,516	\$ 9,516	\$ 9,516	\$ 9,516	\$ 9,516
Addendum #1 - Logos		\$ 2,223	\$ 2,222	\$ 2,222						
500,000 Elevated	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior Renovation Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Interior Renovation Visual Inspection Any Needed Repairs Emergency Service
	\$ 15,685	\$ 15,685	\$ 15,685	\$ 15,685	\$ 15,685	\$ 15,685	\$ 15,685	\$ 15,685	\$ 15,685	\$ 15,685
Addendum #1 - Logos		\$ 6,934	\$ 6,933	\$ 6,933						
TOTAL including Addendum #1 - Logos	\$ 61,419	\$ 86,888	\$ 86,885	\$ 86,884	\$ 61,419	\$ 61,419	\$ 61,419	\$ 61,419	\$ 61,419	\$ 61,419

Owner Initial

Company Initial

RESOLUTION NO.

R18-925

**A RESOLUTION TO AUTHORIZE A FIRM FOR THE FULL SERVICE
MAINTENANCE OF THE CITY'S WATER TANKS**

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 enter into a contract with a firm for the full service maintenance of the City's water tanks;

WHEREAS, American Tank Maintenance is the recommended firm;

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

SECTION 1. Approval of Purchase. The entering into a contract for the full service maintenance of the City's water tanks with American Tank Maintenance in an amount not to exceed \$614,190.00 as presented to the City Council on April 9, 2018 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]

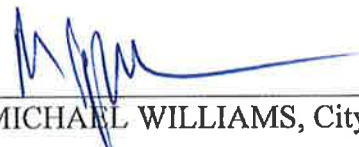
SO RESOLVED this 9th day of April, 2018.


ANTHONY S. FORD, Mayor

ATTEST:


(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney



*City of
Stockbridge*

Staff/Council Recommendation For Council Approval

Meeting Date

03/27/2018

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required

FUNDING SOURCE

- ☒ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ SPONSORSHIP
- ☐ DEPT. FUND BALANCE

FROM ACCOUNT: 505-44200-522210

PRESENTER: DONALD R. RILEY, CPPB

ITEM/PROJECT/EVENT: 17ITB082817-DRR, FULL SERVICE TANK
MAINTENANCE

DESCRIPTION: American Tank Maintenance shall provide Full Service Tank Maintenance for the City of Stockbridge. The Water Services Department request approval of lowest responsive and responsible bidder to American Tank Maintenance, in an amount not too exceed \$614,190.00 for full service perpetual maintenance program for Tank Maintenance.

The full-service perpetual maintenance program from a firm that will provide professional asset management, internet reporting accessibility, engineering services (specific to the maintenance of existing water storage tanks covered by this ITB), all inspection services (washout & visual), all repair and painting services. Additionally, each prospective firm may include such other information as he or she deems pertinent to the proper evaluation of their bid.

It was **MANDATORY** that each prospective bidder; interested in this bid, climb and inspect the interior and exterior of each tank prior to the submission of their bid. All bidders are responsible for obtaining any information pertinent to the proper evaluation of the vessel.

Each firm is responsible for testing the current materials in place on the Tank for hazardous content. All work must comply with OSHA Confined Space Entry, Georgia Environmental Protection Division,



City of Stockbridge

Agenda Item Summary:

Page 1 of 2

Council Meeting Date
03/27/2018

Requesting Agency

Water Services Department

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of lowest responsive and responsible bidder – **Water Services** - RFP#17ITB082817-DRR in the amount not too exceed \$614,190.00 with American Tank Maintenance, (Perry, GA) for the purchase Full Service Tank Maintenance. The term of this Agreement shall be for one (1) year with nine (9), one (1) year automatic renewable options.

Requirement for Council Action *(Cite specific City policy, statute or code requirement)*

In accordance with City of Stockbridge Procurement code, sections 3.30.080 (B) requests for approval of competitive sealed bidding, shall be approved by the City of Stockbridge City Council.

Is this Item Goal Related? *(If yes, describe how this action meets the specific Council Focus Area or Goal)*

☒ Yes ☐ No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The Water Services Department request approval of lowest responsive and responsible bidder to American Tank Maintenance, in an amount not too exceed \$614,190.00 for full service perpetual maintenance program for Tank Maintenance.

The full-service perpetual maintenance program from a firm that will provide professional asset management, internet reporting accessibility, engineering services (specific to the maintenance of existing water storage tanks covered by this ITB), all inspection services (washout & visual), all repair and painting services. Additionally, each prospective firm may include such other information as he or she deems pertinent to the proper evaluation of their bid.

It was MANDATORY that each prospective bidder; interested in this bid, climb and inspect the interior and exterior of each tank prior to the submission of their bid. All bidders are responsible for obtaining any information pertinent to the proper evaluation of the vessel.

Each firm is responsible for testing the current materials in place on the Tank for hazardous content. All work must comply with OSHA Confined Space Entry, Georgia Environmental Protection Division, A.W.W.A., S.S.P.C., Code of Federal Regulations, N.S.F. Regulations and all other state and federal regulations. Bids will ONLY be considered, and MUST be in writing to provide the contracted maintenance of the following tanks:

**1,000,000 Gallon Elevated Tank
100,000 Gallon Elevated Tank
300,000 Gallon Standpipe Tank
500,000 Gallon Elevated Tank**

Agency Director Approval

City Manager's
Approval

Typed Name and Title

Phone

Signature

Date

A.W.W.A., S.S.P.C., Code of Federal Regulations, N.S.F. Regulations and all other state and federal regulations. Bids will ONLY be considered, and MUST be in writing to provide the contracted maintenance of the following tanks:

1,000,000 Gallon Elevated Tank
100,000 Gallon Elevated Tank
300,000 Gallon Standpipe Tank
500,000 Gallon Elevated Tank

APPROVED BY:

FINANCE DEPT. _____

CITY MANAGER _____

AMOUNT

\$ 614,190.00

Fiscal Impact / Funding Source*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

Water & Sewer Account – Maintenance 505-44200-522210 - \$614,190.00

Exhibits Attached*(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Tabulation Sheet

Exhibit 2: Department Recommendation

Source of Additional Information*(Type Name, Title, Agency and Phone)*

Decius T. Aaron, Public Works Director at (678) 833-3350



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.: 16FP101216-DRR-American Tank Maintenance – Routine maintenance and a full-service tank maintenance

The above referenced contract expired on **December 31, 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 Specialist
Procurement – Contract Administration

Questions regarding this form should be directed to: _____.

Submitted by:

Devin T. Austin

(Department authorized signature)

Devin T. Austin

(printed name)

Public Works Director

(title)

3/29/2021

(date)

CITY OF STOCKBRIDGE



**ITB # 17ITB082817-DRR
FULL SERVICE TANK MAINTENANCE PROGRAM**

**ITB ISSUANCE DATE:
AUGUST 28, 2017**

**PRE-BID CONFERENCE DATE: MANDATORY
SEPTEMBER 21, 2017 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:
SEPTEMBER 25, 2017 @ 3:00 P.M. EST**

**ITB DUE DATE AND TIME:
OCTOBER 3, 2017 @ 12:00 P.M. EST (NOON)**

**ALL INQUIRIES MUST BE DIRECTED TO:
Donald R. Riley, CPPB, Procurement Specialist
VIA E-MAIL AT: DRILEY@CITYOFSTOCKBRIDGE-GA.GOV**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

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INFORMATION AND INSTRUCTIONS

1. **Services Required:** This Invitation To Bid ("ITB") for qualified Contractors ("Contractor" or "Contractors") by the City of Stockbridge ("City") is seeking a qualified Contractor to provide a Full Service Tank Maintenance Program for the City of Stockbridge located in Stockbridge, Georgia. A detailed Scope of Services ("SOS") is set forth in this ITB.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Bid in reference to this solicitation, a Contractor acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this ITB by reference.
3. **Minimum Qualifications:** Each Contractor and team member shall have the minimum experience set forth in this ITB.
4. **Authority to Transact Business in Georgia:** Each Contractor must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its Bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **No Offer by City and Firm Offer by Contractor:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Contractor to form an agreement. This solicitation is only an invitation for offers from interested Contractors and no offer shall bind the City. A Contractor's offer is a firm offer and may not be withdrawn except as provided in this ITB, and in the City's Code of Ordinances and other applicable law.
6. **Bid Duration:** Bids submitted in response to this ITB must be valid for a period of One Hundred and fifty (150) calendar days from the Bid Submission Deadline and must be marked as such.
7. **Bid Submission Deadline:** Responses to this ITB must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Tuesday, October 3, 2017**. Any Bid received after this time will not be considered and will be rejected and returned.
8. **Mandatory Pre-Bid Conference:** A Mandatory Pre-Bid Conference has been scheduled for **Thursday, September 21, 2017 at 10:00 A.M., E.S.T.** at the City of Stockbridge – City Hall, Council Meeting Room 2nd Floor at 4640 North Henry Boulevard, Stockbridge, Georgia 30281. Attendance at the Pre-Bid Conference is MANDATORY for Contractors responding to this ITB; Contractors are must be in attendance in order to participate in this bidding process. During the Pre-Bid Conference, the general requirements of the project will be discussed. Any questions raised by potential Contractors will be discussed. Verbal answers to questions during the Pre-Bid Conference will not be authoritative. Each Contractor must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

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- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to driley@cityofstockbridge-ga.gov, on or before **Tuesday, September 26, 2017 at 3:00 P.M. EST.** Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Contractors by addendum. Verbal responses are not authoritative. It is the responsibility of each Contractor to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at www.cityofstockbridgega.com. No Contractor may rely on any verbal response to any question submitted concerning this ITB. All Contractors and representatives of Contractors are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this ITB. All communications by any Contractor concerning this ITB must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Bids:** Each Bid submitted to the City will become the property of the City, without compensation to a Contractor, for the City's use, in its discretion. The City shall not be liable for any Bid preparation costs incurred by Contractors.
- 11. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."
- 12. Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this ITB are set forth in Appendix B: Insurance. Contractor must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Contractor, if any. For purposes of this section, "Contractor" shall mean an individual, corporation or other corporate entity submitting a Bid in connection with this solicitation, including each joint venture partner if Contractor is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Contractor and its consideration of such information in determining whether a Contractor is responsive and responsible may involve a review of several items of information required to be included in a Bid. The City will review the Financial Information disclosed by Contractor and attached to this ITB. Further, if this ITB requires a successful Contractor that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Contractor must submit with its Bid a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Contractor if an Agreement is awarded to it Contractor.
- 14. Sub-Contractors and Manufacturers:** Contractors are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

15. Examination of Bid Documents:

- 15.1. Each Contractor is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Contractor, who is deemed to have included all costs for performance of the Services in its Bid;
- 15.2. Each Contractor shall promptly notify City in writing should the Contractor find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Contractors;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time;
- 15.4. Each Contractor must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the ITB in its entirety.

16. Award and Execution of Agreement: If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Contractor an Agreement for execution. All Contractors should thoroughly review the document prior to submitting a Bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the Contractors response to the Request for Bids. Since proposed revisions may result in a Bid being rejected if the revisions are unacceptable to the City, Contractor should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Contractor by the City of Stockbridge City Council, the City will provide the Contractor with five (5) unsigned agreements. The Contractor shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this ITB or required by the City, within ten (10) calendar days of receipt of the contracts.

17. Multiple Awards: The City reserves, in its sole discretion, the option to award to multiple Contractors. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

18. Illegal Immigration Reform and Enforcement Act: This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Contractor must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Bid at the time of submission. Under state law, the City cannot consider any Bid which does not include the completed forms. Where the business structure of a Contractor is such that Contractor is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Contractor must complete

the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Contractor itself. Where the business structure of a Contractor does not require it to obtain an EIN, each entity comprising Contractor must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Contractors intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this ITB.

- 19. Business License:** Contractor is requested to submit a copy of its current, valid business license with its Bid. If the Contractor is a Georgia corporation, Contractor is requested to submit a valid county or city business license. If Contractor is a joint venture, Contractor is requested to submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
- 20. Professional License:** Contractor must attach a copy any professional license required by this ITB with its response.
- 21. Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this ITB.
- 22. Conflict of Interest:** Contractors are advised to read and familiarize themselves with the conflict of interest provisions of this ITB. The City reserves the right to issue ITBs for specific projects that are independent of ITB #17ITB082817-DRR, **Full Service Tank Maintenance Program** for the City of Stockbridge located in Stockbridge, Georgia. Except as stated in this ITB, Information and Instructions to Contractors, and the Notice to Contractors concerning Conflicts of Interests, successful Contractors under this ITB are not precluded from responding to such solicitations.
- 23. Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.
- 24. Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

SUBMITTAL CHECKLIST

ITB #17ITB082817-DRR, FULL SERVICE TANK MAINTENANCE PROGRAM

SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your bid;
2. It is the sole responsibility of each Contractor to ensure that their bid is inclusive of all submittals outlined below or elsewhere in this ITB;
3. **Failure to submit any of the items below may cause rejection of the bid;**
4. The bid documents must be submitted as follows: one (1) Original Bid marked "Original" and five (5) identical copies including all required attachments; and labeled with the Name and Number of the Bid document;
5. The City assumes no liability for the differences in the information contained in the Contractor(s) printed bid submission. In the event of any discrepancy, the City will rely upon the information in the printed "Original" bid submission; and
6. The City shall not consider any bid that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

DOCUMENTATION DESCRIPTION	INITIAL IF INCLUDED
1. ADDENDA (IF APPLICABLE)	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. BID (1 ORIGINAL & 5 HARD COPIES)	_____
4. COST BID (ATTACHMENT 2)	_____
5. REQUIRED FORM SUBMITTALS (APPENDIX C)	_____
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	_____
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	_____
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	_____
FORM 4: INELIGIBILITY CERTIFICATE	_____
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	_____
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	_____
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	_____
FORM 8: CERTIFICATION REGARDING LOBBYING	_____
FORM 9: BID SUBMITTAL LETTER	_____
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	_____
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	_____
FORM 12: REFERENCE AND RELEASE FORM	_____
FORM 13: GEORGIA PROFESSIONAL LICENSE CERTIFICATE	_____
FORM 14: SEALED BID LABEL	_____
6. BUSINESS LICENSE	_____
7. W-9 FORM	_____
8. ACKNOWLEDGEMENT OF INSURANCE CERTIFICATE	_____

Printed Name	Title	Date
Signature	Firm Name	
Phone Number	Email Address	

INTRODUCTION

17ITB082817-DRR, FULL SERVICE TANK MAINTENANCE PROGRAM FOR THE CITY OF STOCKBRIDGE, GEORGIA

The City Council of Stockbridge, Georgia (City) requests qualified Consultants with proven experience in providing routine maintenance and/or a full-service tank maintenance program. The type of work may include, long term maintenance and management to include but not be limited to engineering and inspection services, rehabilitation, repair, repainting, inspection, washout, and preventative maintenance of four (4) water tanks and any other repair activities to be determined by the City.

1. INTRODUCTION

1.1 INTENT TO AWARD

The City intends to award to the overall lowest, responsive, and responsible Bidder; however, the City reserves the right to make multiple awards, awards based on lowest unit price, or no award.

1.1.1 Responsibility – The determination of the Bidder's responsibility will be made by the City based on whether the Bidder meets the following minimum standard requirements:

- 1.1.1.1 Has the appropriate and adequate technical experience required;
- 1.1.1.2 Has adequate personnel and equipment to perform the work expeditiously;
- 1.1.1.3 Able to comply with the required or proposed delivery and installation schedule;
- 1.1.1.4 Has a satisfactory record of performance;
- 1.1.1.5 The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- 1.1.1.6 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- 1.1.1.7 Has adequate financial means to meet obligations incidental to the work; and
- 1.1.1.8 Such other factors as the City deem to be pertinent to either the bid or the contract.

1.1.2 Responsiveness – The determination of the Bidder's responsiveness will be made by the City based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, exclusions, special conditions, or alternative bids for any item unless specifically requested in this solicitation.

1.2 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 1.2.1 The Bidder must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this ITB. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Bidder must not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Bidder is not responsible.
- 1.2.2 All proposed Sub-Consultants and Sub-Contractors must be listed in the Bidders response. Bidder must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the Specifications. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.
- 1.2.3 The Bidder must have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all Sub-Consultants and Sub-Contractors engaged in the work of this ITB. The lack of a valid license from the Bidder or any Sub-Consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Bidder, and the removal of any unlicensed entity from the project. In the event Bidder, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Bidder's agreement effective as of the date on which the license or certification is no longer in effect.
- 1.2.4 All Sub-Consultants and Sub-Contractors must be approved by the City prior to performing. Consultant must receive written permission to add Sub-Consultants or Sub-Contractors not initially submitted with Bidder's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant this ITB without the written consent of the City. Failure of the Bidder to obtain from the City prior approval of each Sub-Consultant or Sub-Contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Bidder.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

The City is seeking a qualified Contractors to provide long term maintenance and management to include but not be limited to engineering and inspection services, rehabilitation, repair, repainting, inspection, washout, and preventative maintenance of four (4) water tanks systems and any other repair activities to be determined by the City.

Services will be delivered at the City of Stockbridge – City government facilities, throughout the City of Stockbridge located in Stockbridge, Georgia 30281 as specified in this ITB and Attachment 1, Scope of Work (SOW), attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

Contractor shall satisfactorily demonstrate significant experience in inspection, repair, and preventive maintenance services. The Contractor must demonstrate the ability to meet the following minimum criteria to be considered responsive to the ITB:

Contractor must be able to demonstrate at least five (5) years of experience providing engineering and inspection services, rehabilitation, repair, repainting, inspection, washout, and preventative maintenance of water tanks, preferably for a municipality comparable to in size, nature and scope of which the City is requesting.

4. PRE-BIDDER'S CONFERENCE (MANDATORY)

Date: **SEPTEMBER 21, 2017**
Time: **10:00 A.M. EST**
Location: **CITY HALL – COUNCIL MEETING ROOM**
4640 North Henry Boulevard
Stockbridge, Georgia 30281

Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed; however, will be responded to in the form of an addendum with the City's official response.

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the City's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the City's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these specifications and to discuss issues from the Respondents perspective. However, no verbal response provided at the Pre-Bid Conference binds the City. Only those responses to written questions that are responded to by the City in written communications will be official. A Site visit immediately following the conference.

5. DURATION OF CONTRACT

The "Commencement Term" of this Agreement shall begin after the issuance of the Notice to Proceed (NTP), the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2018. The Commencement Term shall be subject to events of termination and the City's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City's obligation to make payments provided

under this Agreement shall be subject to the City's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation.

5.1. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for ten (10) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Council for the calendar year of such Renewal Term. If approved by the City Council, the First Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. If approved by the City Council, the Second Renewal Term shall begin on the 1st day of January, 2020 and shall end no later than the 31st day of December, 2020. If approved by the City Council, the third (3rd) Renewal Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the City Council, the fourth (4th) Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If approved by the City Council, the fifth (5th) Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the City Council, the Sixth (6th) Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the City Council, the Seventh (7th) Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the City Council, the Ninth (9th) Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If approved by the City Council, the Tenth (10th) and FINAL Renewal Term shall begin on the 1st day of January, 2027 and shall end no later than the 31st day of December, 2027.

5.2. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the City's rights upon termination.

5.3. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

APPENDIX A: W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX B:

INSURANCE AND RISK MANAGEMENT PROVISIONS

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$2,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$2,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$2,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$2,000,000
(Other than Products/Completed Operations)	Aggregate	\$5,000,000

Products\Completed Operation	Aggregate	\$2,000,000
Personal and Advertising Injury	Limits	\$2,000,000
Damages to Premises Rented to You	Limits	\$500,000
Medical Payments for Participants	Limits	\$25,000

****CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations****

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$2,000,000
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4. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$2,000,000
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Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If The City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

City of Stockbridge Government – Finance Department
Purchasing Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY:_____ SIGNATURE:_____

NAME:_____ TITLE:_____ DATE:_____

APPENDIX C: REQUIRED SUBMITTALS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this ITB, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Bid Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form;

Form 13: Georgia Professional License Certificate; and

Form 14: Sealed Bid Label.

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ County of _____,
being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-Contractor that has submitted the attached ITB;

(2) He is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

FORM 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and
that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness
and accuracy of the contents of the statements submitted on or with this Certification and
understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of
_____, and, it is also whose address is
_____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in
performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Name of Applicant

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the _____ Day of _____, 2017.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

FORM 8

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The _____, certifies or affirms the truthfulness and accuracy of each Contractor, _____ statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, _____, hereby submits its bid Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2017

By

Title

Sworn to and subscribed before me the _____ day
of _____, 2017.

Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime Contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, Contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime Contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Prime Contractor and each proposed subContractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the ITB.

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

FORM 13: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name:

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type:

Professional License Number:

Expiration Date of License:

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date: _____

(ATTACH COPY OF LICENSE)

FORM 14

SEALED BID LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID ENCLOSED

DELIVER TO:

City of Stockbridge
Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB – Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

DATE: OCTOBER 3, 2017

RFP MUST BE RECEIVED BEFORE 12:00 NOON

COMPANY NAME: _____

**ITB# 17ITB082817-DRR, FULL SERVICE TANK
MAINTENANCE PROGRAM**

FULL SERVICE TANK MAINTENANCE PROGRAM

ATTACHMENT 1

SCOPE OF SERVICES – GENERAL INFORMATION

1. GENERAL

Reference is made to the Information and Instructions to Bidders and Introduction, and incorporated herein. The Scope of Services (SOS) contained in this ITB includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the City's initiatives. The City will determine the services to be performed. Nothing in this ITB constitutes an assurance that a particular item of work will be performed by the successful Contractor. The City reserves the right to request all, some or any combination of services identified in this Scope of Services. When the City desires any Services contemplated under this Scope of Services, the City will contact the successful Contractor and authorize such Services. It is understood and agreed to by the Contractor that Services performed under the Scope of Services of this ITB shall include, but not be limited to, the Services described below and as desired by the City.

This bid contains the description of services and the frequency of the cleaning of the successful Contractor. The Awarded Contractor agrees to furnish all supervision, labor, material, tools and equipment (except as herein after noted) required for furnishing professional asset management, internet reporting accessibility, engineering services (specific to the maintenance of existing water storage tanks covered by this ITB), all inspection services (washout & visual), all repair and painting services. within the City limits of Stockbridge, Georgia.

2. SCOPE

It is the intent of the **City of Stockbridge** to solicit a full service perpetual maintenance program from a firm that will provide professional asset management, internet reporting accessibility, engineering services (specific to the maintenance of existing water storage tanks covered by this ITB), all inspection services (washout & visual), all repair and painting services. Additionally, each prospective firm may include such other information as he or she deems pertinent to the proper evaluation of their bid.

It is MANDATORY that each prospective bidder; interested in this bid, climb and inspect the interior and exterior of each tank prior to the submission of their bid. All bidders are responsible for obtaining any information pertinent to the proper evaluation of the vessel.

Each firm is responsible for testing the current materials in place on the Tank for hazardous content. All work must comply with OSHA Confined Space Entry, Georgia Environmental Protection Division, A.W.W.A., S.S.P.C., Code of Federal Regulations, N.S.F. Regulations and all other state and federal regulations. Bids will ONLY be

considered, and MUST be in writing to provide the contracted maintenance of the following tanks:

1,000,000 Gallon Elevated Tank

100,000 Gallon Elevated Tank

300,000 Gallon Standpipe Tank

500,000 Gallon Elevated Tank

- 2.1. Bids shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing service under this contract should be submitted. Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. All full time employees with N.A.C.E. certifications MUST BE listed.
- 2.2. A list of systems that are currently in your Maintenance Program should be submitted. Include the Name of the System, Person of Contact, Telephone Number of Contact, and Number of Tanks in the System under contract. A minimum of twenty [20] systems (not tanks) in the State of Georgia must be submitted as well as a minimum of ten [10] systems in various other states. Any company with less than thirty (30) existing systems under their maintenance program will not be considered.
- 2.3. A minimum of three (3) washout inspections with detailed engineering report shall be conducted in any ten (10) year period when an interior renovation is performed during the same timeframe. At a minimum, each tank shall be visually inspected once in a twelve (12) month period. At a minimum, a written report along with photographs shall be prepared and submitted to the **City of Stockbridge** within thirty (30) days of completion of inspections. Additionally, each perspective firm should address the requirements to assume responsibility for all corrections and repairs to the tank necessitated by acts of vandalism or through normal deterioration.
- 2.4. All surface preparation and coatings specified should be strictly adhered to; there will be no variance. In addition, all rules and regulations of the **State of Georgia** will be strictly adhered to. **Any and all permits, approvals, etc., required by the State of Georgia will be the responsibility of the successful bidder.**
- 2.5. Outlined below is the schedule that outlines when all renovation work is to be performed. This Schedule of Work is located below. ***There will be no deviation from this schedule of work as a maximum timeframe however; should premature coating failure occur then the bidder is***

responsible for touch up and/or complete repainting utilizing these specifications.

- 2.6. Include a formal **Safety Program** stating company policy on all safety procedures. Document procedures are to include workers protection, confined space, fall protection and general safety procedures.
- 2.7. A contract will not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City or who has failed in any former contract with the City to perform work satisfactory, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.

SCHEDULE OF WORK

YEAR 1

1,000,000 Gallon Elevated Tank

Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank

Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

Repair

Install Ladder Gate Anti-Climb Deterrent.

300,000 Gallon Standpipe Tank

Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

Repair

Repair Level Indicator.

**500,000 Gallon Elevated Tank
Inspection Service**

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

END OF YEAR – YEAR 1 OF 10

YEAR 2

1,000,000 Gallon Elevated Tank Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

300,000 Gallon Standpipe Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

500,000 Gallon Elevated Tank Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

END OF YEAR – YEAR 2 OF 10

YEAR 3

1,000,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

300,000 Gallon Standpipe Tank Exterior Renovation

1. All exterior surfaces (100%) will be power washed following a chlorine treatment as set forth in the Steel Structures Painting Council Specification Surface Preparation Specification Number 1, SSPC-SP1 "Solvent Cleaning". Power washing will be a minimum of 4000 PSI (at nozzle tip) to remove contaminants such as dirt, dust, mold, mildew, chalk and other foreign contaminants. All areas of oxidation, peeling paint and runs/sags will be cleaned in accordance with the Steel Structures Painting Council Specification Surface Preparation Specification Number 2, SSPC-SP2 "Hand Tool" cleaning and Number 3, SSPC-SP3 "Power Tool" cleaning to remove all loose mil scale, loose rust, loose paint, and other loose detrimental foreign matter;
2. Spot Prime - All exterior surfaces which have been cleaned to bare metal will be primed with one coat of a Tnemec Series Epoxy applied at a rate to achieve 3.0-5.0 mils dry film thickness;
3. Finish Coat – all exterior surfaces (100%) shall receive one full finish coat of a Tnemec Series Urethane applied at a rate to achieve 2.0-3.0 mils dry film thickness; and
4. Any Existing Logos and/or Artwork shall be re-traced.

Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

500,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

END OF YEAR – YEAR 3 OF 10

YEAR 4

1,000,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

300,000 Gallon Standpipe Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

500,000 Gallon Elevated Tank Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

END OF YEAR – YEAR 4 OF 10

YEAR 5

1,000,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Exterior Renovation

1. All exterior surfaces (100%) will be power washed following a chlorine treatment as set forth in the Steel Structures Painting Council Specification Surface Preparation Specification Number 1, SSPC-SP1 "Solvent Cleaning". Power washing will be a minimum of 4000 PSI (at nozzle tip) to remove contaminants such as dirt, dust, mold, mildew, chalk and other foreign contaminants. All areas of oxidation, peeling paint and runs/sags will be cleaned in accordance with the Steel Structures Painting Council Specification Surface Preparation Specification Number 2, SSPC-SP2 "Hand Tool" cleaning and Number 3, SSPC-SP3 "Power Tool" cleaning to remove all loose mil scale, loose rust, loose paint, and other loose detrimental foreign matter.
2. Spot Prime - All exterior surfaces which have been cleaned to bare metal will be primed with one coat of a Tnemec Series Epoxy applied at a rate to achieve 3.0-5.0 mils dry film thickness.
3. Finish Coat – all exterior surfaces (100%) shall receive one full finish coat of a Tnemec Series Urethane applied at a rate to achieve 2.0-3.0 mils dry film thickness.
4. Any Existing Logos and/or Artwork shall be re-traced.

Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

300,000 Gallon Standpipe Tank
Inspection Service

1. Washout inspection, Disinfection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program.
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days

500,000 Gallon Elevated Tank
Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program.
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

END OF YEAR – YEAR 5 OF 10

YEAR 6

1,000,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

300,000 Gallon Standpipe Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

500,000 Gallon Elevated Tank Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

END OF YEAR – YEAR 6 OF 10

YEAR 7

1,000,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Inspection Service

1. Washout inspection, Disinfection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program.
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days

300,000 Gallon Standpipe Tank Interior Renovation

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - 3.1. Primer Coat: One [1] complete coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils.
 - 3.2. Finish Coat: One [1] complete finish coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils.
 - 3.3. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - 3.4. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams after Primer coat and prior to Finish coat.
 - 3.5. Caulking: All seams around structured beams and lapped steel shall be caulked with Sika-Flex 1A
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as

mandated by the State.

Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

500,000 Gallon Elevated Tank

Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

END OF YEAR – YEAR 7 OF 10

YEAR 8

1,000,000 Gallon Elevated Tank Exterior Renovation

1. All exterior surfaces (100%) will be power washed following a chlorine treatment as set forth in the Steel Structures Painting Council Specification Surface Preparation Specification Number 1, SSPC-SP1 "Solvent Cleaning". Power washing will be a minimum of 4000 PSI (at nozzle tip) to remove contaminants such as dirt, dust, mold, mildew, chalk and other foreign contaminants. All areas of oxidation, peeling paint and runs/sags will be cleaned in accordance with the Steel Structures Painting Council Specification Surface Preparation Specification Number 2, SSPC-SP2 "Hand Tool" cleaning and Number 3, SSPC-SP3 "Power Tool" cleaning to remove all loose mil scale, loose rust, loose paint, and other loose detrimental foreign matter;
2. Spot Prime - All exterior surfaces which have been cleaned to bare metal will be primed with one coat of a Tnemec Series Epoxy applied at a rate to achieve 3.0-5.0 mils dry film thickness;
3. Finish Coat – all exterior surfaces (100%) shall receive one full finish coat of a Tnemec Series Urethane applied at a rate to achieve 2.0-3.0 mils dry film thickness; and
4. Any Existing Logos and/or Artwork shall be re-traced.

Inspection Service

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

300,000 Gallon Standpipe Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

500,000 Gallon Elevated Tank Exterior Renovation

1. All exterior surfaces (100%) will be power washed following a chlorine treatment as set forth in the Steel Structures Painting Council Specification Surface Preparation Specification Number 1, SSPC-SP1 "Solvent Cleaning". Power washing will be a minimum of 4000 PSI (at nozzle tip) to remove contaminants such as dirt, dust, mold, mildew, chalk and other foreign contaminants. All areas of oxidation, peeling paint and runs/sags will be cleaned in accordance with the Steel Structures Painting Council Specification Surface Preparation Specification Number 2, SSPC-SP2 "Hand Tool" cleaning and Number 3, SSPC-SP3 "Power Tool" cleaning to remove all loose mil scale, loose rust, loose paint, and other loose detrimental foreign matter.
2. Spot Prime - All exterior surfaces which have been cleaned to bare metal will be primed with one coat of a Tnemec Series Epoxy applied at a rate to achieve 3.0-5.0 mils dry film thickness.
3. Finish Coat – all exterior surfaces (100%) shall receive one full finish coat of a Tnemec Series Urethane applied at a rate to achieve 2.0-3.0 mils dry film thickness.
4. Any Existing Logos and/or Artwork shall be re-traced.

Inspection Service

1. Washout inspection, Disinfection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program.
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days

END OF YEAR – YEAR 8 OF 10

YEAR 9

1,000,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Interior Renovation

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish;
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris;
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - 3.1. Primer Coat: One [1] complete coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils;
 - 3.2. Finish Coat: One [1] complete finish coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils;
 - 3.3. Contrasting Color: Each coat of epoxy paint shall be of contrasting color;
 - 3.4. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams after Primer coat and prior to Finish coat; and
 - 3.5. Caulking: All seams around structured beams and lapped steel shall be caulked with Sika-Flex 1A.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.

Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

**300,000 Gallon Standpipe Tank
Inspection Service**

1. Washout inspection, Disinfection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

**500,000 Gallon Elevated Tank
Inspection Service**

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

END OF YEAR – YEAR 9 OF 10

YEAR 10

1,000,000 Gallon Elevated Tank Interior Renovation

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - 3.1. Primer Coat: One [1] complete coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils.
 - 3.2. Finish Coat: One [1] complete finish coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils.
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 - 3.5. Caulking: All seams around structured beams and lapped steel shall be caulked with Sika-Flex 1A
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.

Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

100,000 Gallon Elevated Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

300,000 Gallon Standpipe Tank Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

500,000 Gallon Elevated Tank Interior Renovation

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish;
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris;
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - 3.1. Primer Coat: One [1] complete coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils;
 - 3.2. Finish Coat: One [1] complete finish coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils;
 - 3.3. Contrasting Color: Each coat of epoxy paint shall be of contrasting color;
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 - 3.5. Caulking: All seams around structured beams and lapped steel shall be caulked with Sika-Flex 1A.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM); and
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.

Inspection Service

1. Engineering inspection and preventive maintenance;
2. Any needed repairs/touchup;
3. Provide emergency repair service;
4. Ensure Tanks complies with all federal, state and local regulations;
5. Maintain as per the maintenance program; and
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days.

NOTICE:

Each tank's renovation specifications, repairs, and routine maintenance and inspections outlined above must be strictly adhered to. The Firm shall not be allowed to deviate from these specifications. This includes surface preparation, coating selection, coating application, tank repairs, scheduled washout and engineering inspections, and preventive maintenance.

The renovation projects, routine maintenance, inspections, and evaluations outlined in the "Schedule of Work" must be completed in accordance with the specified timeframe. All maintenance program costs must be calculated with the completion deadline of these projects in mind. No "brush" blasting and/or over coating shall be permitted on interior renovations. Should any tank experience premature coatings failure then the coatings must be repaired at once utilizing best practices including complete renovations of the existing surfaces utilizing the above specifications.

END OF YEAR – YEAR 10 OF 10 – FINAL YEAR OF CONTRACT

ATTACHMENT 2

BID PRICING - WORK AND FEE SCHEDULE SUBMISSION SHEET

The successful Contractor is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. Please complete the form in its entirety.



	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1,000,000 - Elevated	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior Renovation Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Interior Renovation Visual Inspection Any Needed Repairs Emergency Service
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
100,000 - Elevated	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior Renovation Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Interior Renovation Visual Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
300,000 - Standpipe	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior Renovation Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Interior Renovation Visual Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
500,000 - Elevated	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior Renovation Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Interior Renovation Visual Inspection Any Needed Repairs Emergency Service
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total for ALL Tanks for ALL Years					\$					

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

END OF BID FORM

**SERVICE AGREEMENT
BY AND BETWEEN
AMERICAN TANK MAINTENANCE, LLC
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this _____ day of October, 2021, by and between American Tank Maintenance. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services full-service tank maintenance, as stated in City Invitation to Bid Number 16RFP101216-DRR and pursuant to City Resolution R18-925, (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination.** This Agreement shall expire after one (1) year, though the Agreement can be renewed for up to six (6), one (1) year periods. The provisions of Section 2(c) below shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth on Exhibit A entitled "Scope of Work" and related sales proposals all attached hereto and incorporated herein by reference. City Invitation to Bid Number 16RFP101216-DRR and Contractor's response and all terms therein shall be incorporated completely herein by reference.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that

any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. Compensation. CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B.

4. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as

though such void, voidable, invalid or inoperative provision had not been contained herein. If any of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

By:_____

CITY OF STOCKBRIDGE, GEORGIA

By:_____

AMERICAN TANK MAINTENANCE, LLC

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A – Scope of Services

Exhibit B – Pricing

City of Stockbridge Finance Department
4640 North Henry Boulevard
Stockbridge, GA 30281
770-389-7900

RFP # 201608-05
PROFESSIONAL ENGINEERING SERVICES



Important notice- please read carefully!

All RFP's must be received at the City of Stockbridge Finance Department before 12:00 PM (noon) on the due date. Any received after that time will not be accepted. The City accepts no responsibility for delays in the mail. Mail or deliver to:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, GA 30281

Any revisions made on the outside of the envelope WILL NOT be considered. All vendors are required to submit the original and at least four (4) duplicated copies of any RFP submitted to City of Stockbridge. Non-submission of duplicate copies may disqualify your bid/proposal.

A label has been enclosed to affix to your RFP. This label must be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in it being opened in error or not routed to the proper location for consideration.

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**City Of Stockbridge
RFP For Professional Engineering Services**

Invitation to Propose and Schedule of Events

1.0 INVITATION TO PROPOSE

The City of Stockbridge is soliciting proposals for Professional Engineering Services. It is the intent of the City of Stockbridge (hereinafter referred to as "City") to accept and evaluate proposals from interested and qualified firms (hereinafter referred to as "Proposers") to provide professional on-call general municipal engineering services performed in a prompt, professional and workmanlike manner, and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The City has issued this RFP for the sole purpose and intent of obtaining proposals from Proposers to provide professional on-call general municipal engineering services.

The successful Proposer will be notified by the City of acceptance of the proposal. The successful proposer must submit an executed Contract and Certificate of Insurance before a Notice to Commence can be issued. Upon receipt of the Notice to Commence, the successful proposer shall begin work with the requisite workforce on the date specified.

2.0 SCHEDULE OF EVENTS

SCHEDULE OF EVENTS FOR RFP # 201608-05 Professional Engineering Services - Stockbridge, Georgia	
RFP Issued	August 24, 2016
Deadline for requests for clarifications and questions. These requests will be answered in an addendum and must be emailed to: driley@cityofstockbridge-ga.gov	September 7, 2016 10:00 AM
RFP Due	September 26, 2016 12:00 Noon
Oral Presentation For Short Listed Firms	Date TBD

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

1.0 REQUEST FOR PROPOSAL (RFP) GUIDELINES

- 1.1 The City has determined that the use of competitive sealed bidding will be practical or advantageous in completing the acquisition of the services described herein. Competitive sealed proposals shall be submitted in response to this solicitation. The proposals shall be evaluated in accordance with the evaluation criteria set forth in this RFP.

Unless directly related to the response and referenced in the text, sales brochures are not required. All submissions will become property of the City and will not be returned. The City, in its sole discretion, may reject any and all proposals and/or issue subsequent requests for qualifications and proposals.

The City has established certain requirements with respect to submittal of proposals by Proposers. Whenever the terms "SHALL", "MUST", "WILL", or "IS REQUIRED" are used in this RFP, the specifications being referred to are considered as mandatory requirements of this RFP. Failure to meet any mandatory requirements will cause rejection of the proposal.

Whenever the terms "CAN", "MAY", or "SHOULD" are used in the RFP, the specification being referred to is a desirable outcome and failure to provide any items so termed may not be cause for rejection, however, it may cause a reduction in score during the evaluation process.

The award shall be made to the responsible Proposer, herein also referred to as the Contractor and/or Firm whose proposal is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. **The City of Stockbridge reserves the right to reject any and all proposals submitted in response to this request.**

2.0 PROPOSAL SUBMITTAL

The comprehensive and detailed proposal may not be longer than One Hundred (100) pages including but not limited to the requested information outlined below.

2.1 Qualifications Section

All Proposers must submit a qualifications section within their proposals. The qualifications section must include information in the following three (3) areas:

- General management ability
- Financial stability and strength
- Engineering experience, including municipal engineering.

2.2.1 General Management

Proposers will be evaluated on the basis of their demonstrated overall management and experience, as reflected in the successful implementation of previous and/or current projects. Each Proposer shall demonstrate the ability to perform all required tasks successfully, and

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Instructions to Proposers

must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Proposer shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to, the following factors:

- Demonstrated successful working relationships with municipalities
- Number of similar municipal engineering services provided in the metropolitan area
- Innovative techniques used to increase efficiency

2.2.2 Financial Stability and Strength

The Proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references and their demonstrated ability to provide municipal engineering services.

The Proposer must submit at least three (3) credit references. Where the Proposer is a corporation, submit evidence that the Proposer is in good standing under the laws of the state of incorporation. If that state is other than Georgia, a certificate that said Proposer is registered to do business in the State of Georgia will also be required.

The Proposer must submit its litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in litigation, and/or any corporate officer.

2.2.3 Engineering Experience

Proposers will be evaluated on the basis of their demonstrated experience in providing municipal engineering services. Proposers are encouraged to submit references for existing engineering services, especially under contract with municipalities, to demonstrate their experience and success. The City may give particular attention to the performance data provided for these referenced projects.

The Proposer must demonstrate the following:

- Overall experience in engineering; and Experience in the successful operation of providing engineering services to municipalities.

List and describe your experience in sufficient detail, five (5) projects your firm has completed in the past five (5) years that are similar in scope and complexity to this RFP. If the number exceeds ten (10), list the most relevant. Please provide references and contact information for these projects, including phone number and email address. Include the budget along with the project type for each one.

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Instructions to Proposers

2.2 Overview of Services

The Proposer shall describe services proposed in this RFP. This overview shall provide sufficient information to demonstrate the Proposer's clear understanding of the services requested by the City through this RFP.

2.3 Required Certifications and Attachments

- E-Verify Form
- W9 Form
- Business License
- Non-Collusion Bidding Certificate – Attachment 2
- Non-Collusion Affidavit of Sub-Contractor – Attachment 3
- Certification regarding debarment, suspension, and other responsibility Matters Primary Covered Transactions – Attachment 4
- Ineligibility Certificate – Attachment 5
- Certification of Drug-Free Workplace – Attachment 6
- Conflict of Interest and Prohibition Against Contingent Fees Certification – Attachment 7
- Certificate of Insurance – Attachment 8
- Affidavit Verifying Status of City Public Benefit Application - Attachment 9
- Certification Regarding Lobbying – Attachment 10
- Proposal Submittal Letter – Attachment 11
- Contractor Affidavit under O.C.G.A. 13-10-91(b)(1)
- Subcontractor Affidavit under O.C.G.A. 13-10-91(b)(3)

2.4 Cost Proposal

The proposed prices shall be submitted using Attachment 1 in a separate sealed envelope and labeled as such.

3.0 PROPOSAL SUBMISSION

One (1) original and four (4) copies of the proposal submittal package shall be submitted in a sealed envelope using label provided in Attachment 14 and delivered to the City's Procurement Specialist's Office, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281 before Noon on September 26, 2016. Proposals received after the deadline will not be considered.

4.0 REQUESTED ADDITIONAL INFORMATION

- 4.1 Prior to contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, an adequate number of personnel with the required skill, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar projects. If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform, the City reserves the right to request the Proposer for any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be so notified and will be permitted five (5) business days to submit the information requested.

**City Of Stockbridge
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Instructions to Proposers

5.0 NOTICE OF OTHER REGULATIONS AND REQUIREMENTS

- 5.1 Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- 5.2 Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

6.0. AUTHORITY TO SIGN

- 6.1 If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- 6.2 The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

7.0. PROPOSAL SECURITY AND PERFORMANCE BONDS

- 7.1 No bond is required

8.0 RIGHTS RESERVED

- 8.1 The City of Stockbridge reserves the right to reject any or all proposals, to waive informalities and to re-advertise. The City of Stockbridge also reserves the right to reject proposals which are non-confirming or to reopen the proposal if all proposals exceed funds available for the project.
- 8.2 The City of Stockbridge reserves the right to reject any or all proposals from proposers who are declared non-responsive. A proposer who cannot demonstrate sufficient financial resources to perform the contract within the time specified or who has failed to successfully perform previous contracts, or whose lack of character, integrity, reputation, judgment, and experience raise questions about the successful completion of the work may be declared non-responsive. Any proposer whose lack of compliance with laws, ordinances and regulations relating to similar projects of similar character may also be declared non-responsive.
- 8.3 Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

**City Of Stockbridge
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Instructions to Proposers

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- 8.4 The City of Stockbridge reserves the right to reject any proposal which contains unauthorized additions, conditions, limitations, or provisions to the terms of the proposal, including such changes which result from interlineations, additions, or deletions made to the documents in the proposal package.
- 8.5 The City of Stockbridge reserves the right to contract with other engineering firms at the City's sole discretion.
- 8.6 The City reserves the right to select more than one firm as part of this contract.

9.0 PROPOSAL EVALUATION

- 9.1 The City will use its staff members as the review committee, to review and analyze the details of the qualified submitted proposals.
- 9.2 The City will objectively evaluate the proposals submitted to determine the best value for the City. A comprehensive set of criteria will be used to quantify the merits of each proposal package.

- 9.3 Proposal will be evaluated and scored based upon the following categories:

A.	Technical Requirements	
a.	Experience	20 points
b.	Qualifications	15 points
c.	Experience of Assigned Personnel	15 points
d.	Proposal Content	5 points
e.	<u>Financial Stability</u>	<u>5 points</u>
	Subtotal	60 points
C.	Oral Presentation	20 points
B.	<u>Price</u>	<u>20 points</u>
	TOTAL	100 points

10.0. ORAL PRESENTATION

- 10.1 Short-listed Contractors will be required to give an oral presentation to the evaluation staff to demonstrate their understanding of the project and their ability to meet the specifications of the proposal. The dates for the presentation are to be determined.

11.0. AWARD OF CONTRACT

- 11.1 The Term of the new Professional Engineering Services Contract (hereinafter referred to as the "Contract") will be a period of three (3) years, with a one (1) year renewal option. The contract is terminable at the conclusion of each fiscal year or upon sixty (60) days written notice to terminate the contract by the City Manager. The City reserves the right to evaluate the Contractor annually to ensure all expectations are being met. If the Firm is not meeting City's expectations the contract can be terminated.

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Instructions to Proposers

12.0. CONTRACT NEGOTIATIONS

- 12.1 City Staff may negotiate with the top-ranked Proposer as authorized by the City Council, for the purpose of finalizing the Contract. If negotiations with the top-ranked Proposer are not successful, the City staff may then initiate negotiations with the second-ranked Proposer, and so on. The City reserves the right to negotiate specific work elements with a Proposer into the Contract.
- 12.2 Failure to execute contract within ten (30) days after the date of Notice of Award of the contract shall be just cause for the annulment of the award. At the discretion of the City of Stockbridge, the award may then be made to the next lowest responsible and responsive proposer, or project may be re-advertised.

13.0. INSURANCE, PROOF OF COVERAGE

- 13.1 The Proposer shall be required to furnish the City of Stockbridge with satisfactory proof of insurance coverage consistent with the policies and requirements of O.C.G.A. §50-21-37 and as specified in the contract agreement. The insurance requirements are shown in Attachment 8 of this document.

14.0 TIME

- 14.1 The contractor shall commence work with requisite workforce and equipment on a date specified in a written "Notice to Commence" order from the City of Stockbridge. Anticipated date for commencement of work is within the fourth quarter of 2016.

15.0 CONDITIONS

- 15.1 Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.
- 15.2 Except with respect to events or conditions, which are not discoverable, the contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.
- 15.3 Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

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Instructions to Proposers

16.0 ADDENDA AND INTERPRETATION

- 16.1 No interpretation of the meaning of the contract documents will be made orally to any Proposer. Any request for such interpretation should be in writing, via email, to the Procurement Specialist no later than September 7, 2016 by 10:00AM. Clarifications and questions will be answered in an addendum and posted to the City of Stockbridge website.
- 16.2 The City reserves the right to amend or clarify this RFP by addenda. Addenda will be posted to the City's Website. It is solely the Proposer's responsibility for checking the City's Website on a regular basis for Addenda and/or any updates. The City's Website may contain important information that may directly impact your proposal. Failure to account for addenda and updates may result in the rejection of your proposal as non-responsive.
- 16.3 Addenda may be issued at any time prior to the date for receipt of proposals. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of City, the postponement of the date for the receipt of proposals, written notification will be posted to the City's Website announcing the revised date.
- 16.4 Addenda will be posted to the City's Website. All addenda issued to this RFP shall become part of the RFP document. Proposers shall acknowledge receipt of any such addenda in their proposal.

17. PUBLIC RECORDS DISCLOSURE:

- 17.1 All RFP's submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

1.0 PROJECT SCOPE

The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

The services to be provided must be in the following format in order to be considered for this RFP. It is the City's desire for the Contractor to provide the following as needed, but not limited to, the below requests.

City Of Stockbridge
RFP For Professional Engineering Services
Project Scope

Administrative Department

- Attend Council Meetings to advise Mayor and Council when requested
- Advise City Manager when requested
- Advise City Attorney when requested
- Prepare Special Studies when requested
- Prepare plans, specifications and other bid documents for City-initiated building projects
- Perform Construction Contract administration for City initiated building projects.

Public Works Department

It is the City's desire for the Contractor to provide engineering services to the Public Works Department in accordance and compliance with City Ordinances and Policies. Requested services include but are not limited to the following:

- Advise City Manager or his/her designee when requested
- Provide Program Management Services on Capital Improvement
- Projects (from beginning to NTP, and or during duration of project)
- Provide drawings/plans for Capital Improvement Projects
- Prepare Plans, specifications and other bid documents for City initiated projects
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Review in-progress construction when requested.

Road System Assistance

- Prepare Road System inventory and database
- Evaluate condition of existing facilities when requested
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated road projects
- Analyze intersection operations
- Review system additions proposed by new developments
- Assist with GDOT permitting, surveys and other regulatory efforts
- Assist with DRI process when requested
- Traffic Studies
- Maintain and update Standard Road System Specifications and Details
- Review in-progress construction when requested.

Sewer System Assistance

- Assistance with designing system improvements and construction engineering
- Evaluate treatment capacity needs
- Evaluate inflow/infiltration data when requested
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated sewer projects.
- Analyze system for flow conditions
- Review system extensions proposed by new developments
- Review for proper quality and location of sewer lift stations, if required

City Of Stockbridge
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Project Scope

- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Sewer System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated water projects.
- Analyze system for flow conditions
- Review for utility lines
- Review for proper sizing of utility lines
- Review for location of connections with utility line
- Evaluate metering issues when requested
- Review system extensions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Water System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Stormwater and drainage assistance

- Prepare MS4 Stormwater Management Plan required by EPD
- Prepare MS4 Annual Stormwater Report to submit to EPD
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated Stormwater projects.
- Analyze system for flow conditions
- Evaluate condition of existing facilities when requested
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Storm Sewer System Specifications and Details
- Review in-progress construction when requested
- Assist with formation of Stormwater Utility.

Meetings

- Attend Council meetings and other meetings when requested and deemed necessary by the City.
- Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer
- Answer questions that may arise of a technical engineering nature
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility infrastructure, Sidewalks, and similar matters
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

- Periodically review available State and Federal loan and grant programs with City staff.
- Prepare reports regarding public improvements, repairs of streets, bridges and sidewalks, and such other reports as may be requested by City
- Provide accurate plats and records of all public works, lands and property owned by City, upon request
- Regularly update GIS and make the City aware of all information obtained for GIS that is incompatible, incomplete, or otherwise erroneous, of which Engineer becomes aware.

Billing

Maintain and forward to the City detailed billing statements which set forth, at a minimum, the number of hours (broken into job classification and hourly billing rate therefor in accordance with Attachment 1. Please note Attachment 1 will be completed as part of the Cost Proposal.

None of the above services shall be rendered by the Contractor prior to receiving City authorization, as it pertains to a specific project, for said rendition of services. Said authority may be provided by the City Manager or his/her designee.

Personnel Requirements

The Contractor shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Contractor, the City, and other involved agencies and organizations. The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP. The Contractor will provide an Engineer to oversee projects in the City.

Payment Terms

All Proposers shall submit a complete Professional Engineering Services Schedule of Fees. If the Proposer is awarded the contract, this Schedule of Fees will be the basis for the final terms of City-approved City Engineer Services.

City Of Stockbridge
RFP For Professional Engineering Services
Cost Proposal

CLASSIFICATION	HOURLY BILLING RATE
Principal Professional Engineer	\$ /hour
Senior Professional Engineer	\$ /hour
Professional Engineer	\$ /hour
Staff Engineer	\$ /hour
Registered Land Surveyor	\$ /hour
Survey Supervisor	\$ /hour
2- Person Survey Team	\$ /hour
3- Person Survey Team	\$ /hour
Office Survey Technician	\$ /hour
Professional Planner	\$ /hour
Senior Mapping Technician	\$ /hour
Design Technician	\$ /hour
CAD Drafter	\$ /hour
Information System Professional	\$ /hour
Computer Programmer	\$ /hour
Information System Technician	\$ /hour
Administrative Assistant	\$ /hour
Administrator	\$ /hour

**City Of Stockbridge
RFP For Professional Engineering Services
Cost Proposal**

****Please list below any other fees in which you would like to include in your Cost Proposal**

Other Services/Fees	HOURLY BILLING RATE
1.	\$ /hour
2.	\$ /hour
3.	\$ /hour
4.	\$ /hour
5.	\$ /hour
6.	\$ /hour
7.	\$ /hour



CITY OF STOCKBRIDGE FINANCE DEPARTMENT

4640 North Henry Boulevard

Stockbridge, Georgia 30281

(770) 770-389-7900

Email to: driley@cityofstockbridge-ga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department.

REQUIRED CERTIFICATIONS/ATTACHMENTS

The following certificates/attachments must show that they have been acknowledged (completely filled out, signed, stated N/A with reasons) and returned with bid. Any forms not returned will cause bid to be nonresponsive and thus not considered.

ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____ certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

ATTACHMENT 5

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
and it is also whose address is _____,
certifies that the Contractor, nor any of its subcontractors to be used in performing this Contract, are
listed on the list of Ineligible Contractors maintained by the Comptroller General of the United
States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 6

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
_____, and it is also whose address is _____,
_____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 7

CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
and, it is also whose address is _____,
certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict
of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 8

INSURANCE REQUIREMENTS

Within ten days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation Insurance in compliance with the applicable Worker's Compensation Act(s) of the State of Georgia wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven into the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Professional (Errors and Omissions) Insurance – for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six months after

completion of services.

6. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers, additional insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Stockbridge, 4640 North Henry Blvd., Stockbridge, Georgia 30281.

ATTACHMENT 9
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Name of Applicant

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the _____ Day of _____, 2016.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

ATTACHMENT 10

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

ATTACHMENT 11

PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The undersigned, _____, hereby submits its bid proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Submittal Letter this _____ day of _____, 2016

By

Title

Sworn to and subscribed before me the ____ day of _____, 2016.

Notary Public

My Commission Expires:

Date

ATTACHMENT 12

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 2016 in Stockbridge, Georgia.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY of _____, 2016.

My Commission Expires: _____
NOTARY PUBLIC

ATTACHMENT 13

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 2016 in Stockbridge, Georgia.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY of _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT 14

SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

RFP # 201608-05

DATE: September 26, 2016

RFP MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION:

RFP FOR PROFESSIONAL ENGINEERING SERVICES



City of Stockbridge

Agenda Request Form

Meeting Date

November 8, 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 PER TASK ORDER

FROM ACCOUNT:

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER: 201608-05, ENGINEERING SERVICES FALCON DESIGN CONSULTANT, INC

BACKGROUND INFORMATION:

Request For Proposal (RFP) Number 201608-05, Engineering Services, for Falcon Design Consultant Services, Inc, was approved by Council, January 31, 2017 (R17-787).

The initial contract term is for three (3) years, one (1) year renewal option and the scope of services are approved per task order. The contract expires January 31, 2022.

Request For Proposal (RFP) No. 201608-05, Engineering Services for Falcon Design Consultant Services, Inc, was approved by Council, January 31, 2017 (R17-787).

The initial contract term is for three (3) years, one (1) year renewal option and the scope of services are approved per task order.

All contract renewal notifications were performed as of May 2021, by the Procurement Division and the renewal process of this contract was approved by the City Manager.

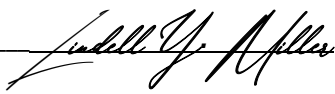
The Public Works Department is requesting approval to continue utilizing Request For Proposal (RFP) 201608-05, Engineering Services for Falcon Design Consultant Services, Inc, because the City currently has nineteen (19) ongoing projects in various stages with Falcon Design Consultant Services, Inc.

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.

Fiscal Impact: Funds will be provided from account numbers Water 505-44200-521230 (Engineering Fees), Sewer 505-43300- 521230 (Engineering Fees), Stormwater 510-42500-521230 (Engineering Fees), Public Works 100-42200-521230 (Engineering Fees), and Government Buildings 100-15650-521230 (Engineering Fees).

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 _____

Falcon Design Consultants Projects

Project Name	Vendor	Division	Service Type
MMCC Parking Lot Paving	Falcon Design Group	Government Buildings	Improvements
Country Club Drive - Traffic Study - Signage	Falcon Design Group	Public Works	Engineering
2021 LMIG Paving	Falcon Design Group	Public Works	Engineering
2022 LMIG Paving	Falcon Design Group	Public Works	Engineering
Downtown Alleyway - Burke Street	Falcon Design Group	Main Street	Engineering
904 Needltop Court	Falcon Design Group	Stormwater	Engineering
Hudson Bridge Drive	Falcon Design Group	Stormwater	Construction
The Magnolias at Eagles Landing	Falcon Design Group	Stormwater	Construction
103 Turning Point	Falcon Design Group	Stormwater	Engineering
Smith Barnes - CDBG Phase II Engineering	Falcon Design Group	Sewer	Engineering
Stormwater Structure Review and CM 2021	Falcon Design Group	Stormwater	Engineering
East Atlanta Road/Lee Street Improvements	Falcon Design Group	Public Works	Engineering
Neighborhood Stormwater Project	Falcon Design Group	Stormwater	Engineering
GIS Stormwater Database Updates	Falcon Design Group	Stormwater	Engineering
Gateway and Wayfinding Signage	Falcon Design Group	Public Works	Engineering
Sanitation and Stormwater Billing	Falcon Design Group	Stormwater	Engineering
411 Sage Court	Falcon Design Group	Stormwater	Engineering
Miscellaneous Sidewalk Projects	Falcon Design Group	Public Works	Engineering
Miscellaneous Stormwater Projects	Falcon Design Group	Stormwater	Engineering

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. R17-787

**A RESOLUTION TO AUTHORIZE A FIRM TO PROVIDE
ENGINEERING SERVICES TO THE CITY**

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 enter into a contract with a firm to provide engineering services to the City;

WHEREAS, **Falcon Design** is a recommended firm;

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

SECTION 1. Approval of Purchase. The entering into a contract to provide engineering services with Falcon Design, as presented to the City Council on January 31, 2017 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.

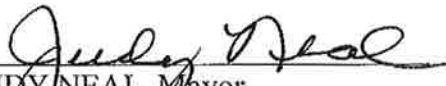
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

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]

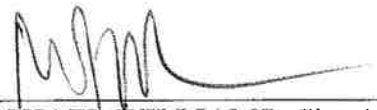
SO RESOLVED this 31st day of January, 2017.


JUDY NEAL, Mayor

ATTEST:

 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. B20-1238

**A RESOLUTION TO AUTHORIZE EXTENSION OF CONTRACT WITH
FALCON DESIGN CONSULTANTS**

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 extend its existing contract with Falcon Design Consultants, LLC;

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

SECTION 1. Approval of Vendor. Pursuant to Section 3.30.227 of the Stockbridge Municipal Code, the extension of the contract with Falcon Design Consultants, LLC as presented to the Council on November 24, 2020 is hereby approved by the City Council so that the contract shall end on January 31, 2022.

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]

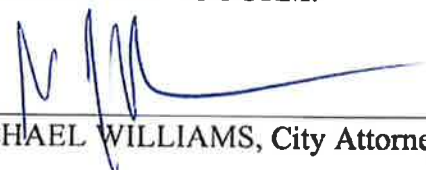
SO RESOLVED this 24th day of November, 2020.


ANTHONY S. FORD, Mayor

ATTEST:


(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney

Clerk's Office



CONTRACT DOCUMENTS FOR
RFP201608-05
PROFESSIONAL ENGINEERING SERVICES
For
DEPARTMENT OF PUBLIC WORKS

Index of Articles

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ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
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ARTICLE 28.	<u>NOTICES</u>
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Exhibits

EXHIBIT 1:	<u>GENERAL CONDITIONS</u>
EXHIBIT 2:	<u>SCOPE OF WORK</u>
EXHIBIT 3:	<u>COMPENSATION</u>
EXHIBIT 4:	<u>PURCHASING FORMS</u>
EXHIBIT 5:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT 6:	<u>PAYMENT & PERFORMANCE BONDS</u>

CONTRACT AGREEMENT

Contractor: **FALCON DESIGN CONSULTANTS, LLC.**
Contract No.: **RFP201608-05, PROFESSIONAL ENGINEERING SERVICES**
Address: **235 CORPORATE CENTER DRIVE, SUITE 200**
City, State **STOCKBRIDGE, GEORGIA 30281**
Telephone: **(770) 389 - 8666**
Email: **APrice@fdc-llc.com**
Contact: **Adam L. Price, PE**
Managing Partner

This Agreement made and entered into effective the ____ day of February, 2017 by and between **CITY OF STOCKBRIDGE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**City**"; for and on behalf of the Henry County Superior Court Clerk (hereinafter referred to as "**Department**"), and **Falcon Design Consultants, LLC.**; hereinafter, referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, City through and behalf of the Department, desired to retain a qualified and experienced Contractor for the provision of implementation of the Professional Engineering Services for the Public Works Department on an "as needed, if needed, when needed" basis. Falcon Design Consultants, LLC. Shall furnish, provide, and perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment. all other items necessary to provide the City with Professional Engineering Services; hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to City and the Department that it is experienced and has qualified and local staff available to commit to the Project and City has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, City and Contractor agree

as follows:

ARTICLE 1. CONTRACT DOCUMENTS

City hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- 1) Form of Agreement;
- 2) Addenda;
- 3) Exhibit 1: General Conditions;
- 4) Exhibit 2: Scope of Work;
- 5) Exhibit 3: Compensation;
- 6) Exhibit 4: Purchasing Forms; and
- 7) Exhibit 5: Insurance and Risk Management Forms;
- 8) Exhibit 6: Payment and Performance Bonds.

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to City of Stockbridge Policy §102-420 governing change orders, is signed by the City's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the City of Stockbridge Mayor and City Council.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the City and made a part of the Contract Documents.

The Agreement was approved by the City of Stockbridge's Mayor and City Council members on **January 31, 2017; Item # 1; Resolution #R17-787.**

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

The City and Falcon Design Consultants, LLC. is to provide professional engineering services for the Public Works Department on an "as needed, if needed, when needed" basis.

The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation

of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit 2, Scope of Work.

ARTICLE 5. SERVICES PROVIDED BY CITY

Contractor shall gather from City all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit 2, Scope of Work, if required, will be performed and furnished by City in a timely manner so as not to unduly delay Contractor in the performance of said obligations. City shall have the final decision as to what data and information is pertinent.

City will appoint in writing a City authorized representative with respect to work to be performed under this Agreement until City gives written notice of the appointment of a successor. The City's authorized representative shall have complete authority to transmit instructions, receive information, and define City's policies, consistent with City rules and regulations. Contractor may rely upon written consents and approvals signed by City's authorized representative that are consistent with City rules and regulations.

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, City and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of City of Stockbridge Purchasing Code §102-420, which is incorporated by reference herein.

ARTICLE 7. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and City shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from City. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

8.1. Commencement Term

The "Commencement Term" of this Agreement shall begin on March 1, 2017, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2017. The Commencement Term shall be subject to events of termination and the City's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City's obligation to make payments provided under this Agreement shall be subject to the City's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation.

8.2. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Council for the calendar year of such Renewal Term. If approved by the City Council, the First Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If approved by the

City Council, the Second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019.

8.3. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the City's rights upon termination.

8.4. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

8.5. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit 3, Compensation.

The total contract amount for the Project shall not exceed the project budgeted amount which is full payment for a project being completed based on the work/services.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to City upon change or severance of any of the authorized representative(s), listed key personnel or sub-Contractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or sub-Contractor as set forth herein without the prior written approval of the City. Requests for changes in key personnel or sub-Contractors will not be unreasonably withheld by City.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The City may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 11.1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 11.2. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 11.3. Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the **DEPARTMENT** designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to Falcon Design Consultants, LLC. Falcon Design Consultants, LLC, shall have thirty (30) days from date the decision is sent to appeal the decision to the City Manager or his designee by mailing or otherwise furnishing to the City Manager or designee, copy of the written appeal. The decision of the City Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Falcon Design Consultants, LLC, shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Falcon Design Consultants,

LLC., shall proceed diligently with performance of the Agreement and in accordance with the decision of the **DEPARTMENT** designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either City or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit 3, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The City may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of City shall constitute cause for termination
- (4) The City may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the City may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the City as stated in Exhibit 2, "Scope of Work".
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the City.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the City obtaining the services of another Contractor to complete the project.

ARTICLE 14. TERMINATION FOR CONVENIENCE OF CITY

Notwithstanding any other provisions, the City may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the City, as provided in this article, Contractor will

be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

ARTICLE 15. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of City.

ARTICLE 17. PROFESSIONAL RESPONSIBILITY

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the City.

ARTICLE 18. INDEMNIFICATION

- 18.1. **Non-Professional Services Indemnification.** Falcon Design Consultants, LLC. hereby agrees to indemnify and hold harmless Stockbridge City, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or

resulting from the performance of this Agreement by Falcon Design Consultants, LLC. or any act or omission on the part of the Falcon Design Consultants, LLC., its agents, employees or others working at the direction of Falcon Design Consultants, LLC. or on its behalf, or due to any breach of this Agreement by the Falcon Design Consultants, LLC. or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Falcon Design Consultants, LLC. This indemnification does not extend to the negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Falcon Design Consultants, LLC.

Falcon Design Consultants, LLC. obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Falcon Design Consultants, LLC. further agrees to indemnify and hold harmless Stockbridge City, its Council, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Falcon Design Consultants, LLC. These indemnities shall not be limited by reason of the listing of any insurance coverage.

- 18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Falcon Design Consultants, LLC. and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Falcon Design Consultants, LLC. is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

- 18.3 Defense.** Falcon Design Consultants, LLC. at Falcon Design

Consultants, LLC.'s own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Falcon Design Consultants, LLC. (provided that in all instances the City Attorney of Stockbridge City Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the City). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Falcon Design Consultants, LLC. shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Falcon Design Consultants, LLC. shall acknowledge in writing delivered to the Indemnified Person (with a copy to the City Attorney) that Falcon Design Consultants, LLC. is defending the claim as required hereunder. For Indemnity purposes, Falcon Design Consultants, LLC. will choose its own counsel; however, Falcon Design Consultants, LLC., must get approval from the City of their choice(s).

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Falcon Design Consultants, LLC. in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel,

- 18.4.1.1. such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest; and
- 18.4.1.2. unless such Indemnified Person (and, as applicable, Falcon Design Consultants, LLC.) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Falcon Design Consultants, LLC. shall retain its own separate counsel, each at Falcon Design Consultants, LLC.'s sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Falcon Design Consultants, LLC.'s obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Falcon Design Consultants, LLC. has complied with all of Falcon Design Consultants, LLC.'s obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Falcon Design Consultants, LLC. has not complied with all of Falcon Design Consultants, LLC.'s obligations with

respect to such claim, Falcon Design Consultants, LLC, shall be obligated to pay the cost and expense of such separate counsel). Falcon Design Consultants, LLC, may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement:

- 18.4.2.1. Would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person;
- 18.4.2.2. Would require the Indemnified Person to pay amounts that Falcon Design Consultants, LLC, or its insurer does not fund in full,;
- 18.4.2.3. Would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement,; and/or
- 18.4.2.4. Directly involves the City (in which case the City of Stockbridge, located in Stockbridge, Georgia shall be the only counsel authorized to represent the City with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of City. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit 5, Insurance and Risk Management Forms, with the City as an additional insured and shall furnish the City a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State

of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. PROHIBITED INTEREST

Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 Interest of Public Officials:

No member, officer or employee of City during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of City.

ARTICLE 23. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of City. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of City shall at City's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City and/or representatives of the City for examination all of its records with respect to all matters covered by this

Agreement.

It shall also permit City and/or representative of the City to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent City audits or examines such Information related to this Agreement, City shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting City any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by City or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to City. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-Contractor, assignee or transferee.

ARTICLE 26. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by City of Stockbridge.

ARTICLE 27. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of City either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the City, and entered on the Minutes of the City Council.

ARTICLE 28. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to City, shall be addressed as follows:

Director
Public Works Department
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Telephone: (770) 389-7900
E-mail address: DAaron@cityofstockbridge-ga.gov
Attention: Decius T. Aaron

With a copy to:

Department of Finance, Purchasing Division
Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Telephone: (770) 389-7900
Email: DRiley@cityofstockbridge-ga.gov
Attention: Donald R. Riley, CPPB

Notices to Contractor shall be addressed as follows:

Falcon Design Consultants, LLC.
235 Corporate Center Drive Suite 200
Stockbridge, Georgia 30281
Telephone: (770) 389-8666
E-mail address: APrice@fdc-llc.com
Attention: Adam L. Price, P.E., Managing Partner

ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in City of Stockbridge. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Henry County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor shall not discriminate against any employee or

applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. FORCE MAJEURE

Neither City nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation.

ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the City by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the City. The Contractor shall cooperate with and provide assistance to the City in rapidly responding to Open Records Act requests. The Contractor shall notify the City of any Open Records Act requests no later than twenty-four (24) hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the City in relation to responding to Open Records Act requests.

ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, or any other matter relating to the services being procured, should any Contractor submit a response to the City promising to provide a certain level of service for the scope of work, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these

promises or assurances be accepted by the City and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, or other matter shall be considered to be a material part of the Agreement between the Contractor and the City, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the City just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 34. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the City and accompanied by all support documentation requested by the City, for payment and for services that were completed during the preceding phase. The City shall review for approval of said invoices. The City shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the City, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to City by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The City shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the City shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Contractor shall submit all invoices in original and one (1) copy to:

Director
Public Works Department
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Telephone: (770) 389-7900
E-mail address: DAaron@cityofstockbridge-ga.gov
Attention: Decius T. Aaron

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

City's Right to Withhold Payments: The City may withhold payments for

services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the City will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the City are satisfied. The City shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-Contractors/Suppliers: The Contractor must certify in writing that all sub-Contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-Contractors or suppliers until it has received a progress payment from City of Stockbridge, the prime Contractor shall pay all sub-Contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from City of Stockbridge and in no event later than fifteen (15) days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the City from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the City in writing of a specific claim it contends is not released by that payment.

ARTICLE 35. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, City, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the City at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the City such documents and information as may be necessary to obtain such tax exemptions. The City shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 36. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 37. NON-APPROPRIATION

This Agreement states the total obligation of the City to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the City to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the City and such obligation shall not constitute a pledge of the full faith and credit of the City within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the City does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the City suspends performance pending the appropriation of funds.

ARTICLE 38. WAGE CLAUSE

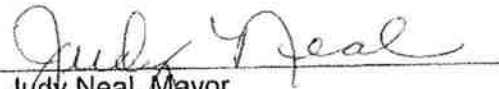
Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

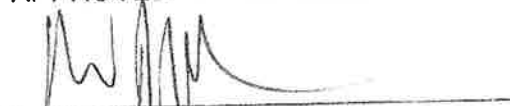
CITY OF STOCKBRIDGE


Judy Neal, Mayor

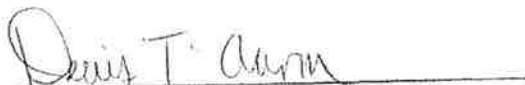
ATTEST:


Vanessa Holiday,
City Clerk to Council (Seal)

APPROVED AS TO FORM:


Office of the City Attorney

APPROVED AS TO CONTENT:


Decius T. Aaron, Director
Department of Public Works

CONTRACTOR:

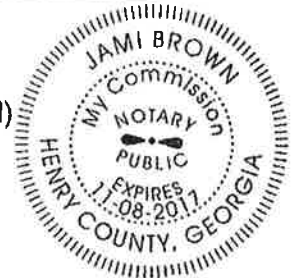
FALCON DESIGN
CONSULTANTS, LLC.


Adam L. Price, P.E.
Managing Partner

ATTEST:


Secretary/
Assistant Secretary

(Affix Corporate Seal)



ADDENDA



September 23, 2016

Re: 201608-05 – PROFESSIONAL ENGINEERING SERVICES

Dear Respondent(s):

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced 201608-05 – PROFESSIONAL ENGINEERING SERVICES.

Except as provided herein, all terms and conditions in the 201608-05 Professional Engineering Services referenced above remain unchanged and in full force and effect.

Sincerely,

Donald R. Riley

Donald R. Riley, CPPB
Purchasing Specialist



Stockbridge
City Limits

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**201608-05, PROFESSIONAL ENGINEERING SERVICES
Addendum No. 1
Page Two**

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

The submittal deadline for the proposal listed above has been extended from Monday, September 26, 2016 at 12:00 P.M. (NOON) to the date listed below. The new opening bid date is as follows:

MONDAY, OCTOBER 3, 2016 at 12:00 P.M. (NOON) E.S.T.

Attached hereto are responses to questions submitted in reference to the above RFP and ATTACHMENT 14 has been revised.

Except as provided herein, all terms and conditions in the bid referenced above remain unchanged and in full force and effect.

Failure to return a signed copy of this addendum could render your bid non-responsive.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Finance Department - Purchasing Division, City of Stockbridge, 4640 Henry Boulevard, Stockbridge, Georgia 30281 by the RFP due date and time **October 3, 2016 before 12:00 P.M. (NOON) E.S.T.**

This is to acknowledge receipt of Addendum No. 1, 26th day of September, 2016.

Adam L. Price
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

MAWAGIN 6 Paezua
Title



Questions regarding 201608-05, PROFESSIONAL ENGINEERING SERVICES.

- 1) Attachment 8, Item 5 reads that \$3M per occurrence is required for professional services and design build projects. This seems relatively high for a general services agreement. Our provider is accustomed to providing this sort of coverage for large individual projects but having this as a standard policy for a general services agreement is not something we often see. We can do it if required but would like to ask if this was the true intention.

Response: Yes, that is the intent of the City to have such projects.

- 2) Also, corporate certificate. What exactly do you need executed?

Response: A copy of business license or corporate certificate from the State of Georgia. Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.

- 3) What credit references would be appropriate? Would consultants we use be sufficient?

Response: References that can validate your company's proposal. Governments not consultants that are on the same size, scale and scope or larger that can verify your company's proposal.

- 4) Item 6.1 on page 7 of Instructions to Proposers instructs corporations to include an executed Corporate Certificate with the submittal. It doesn't appear that a Corporate Certificate is included in the RFP. Will one be provided?

Response: No, your company has to provide the City with a copy of your business license or corporate certificate.

- 5) Item 2.2.3 Engineering Experience on page 5 states "List and describe your experience in sufficient detail, five (5) projects your firm has completed in the past five (5) years...If the number exceeds 10, list the most relevant". Please clarify the number of projects desired.

Response: In the past five (5) years' list at a minimum five (5) projects that are relevant to the City's RFP.



- 6) On page 11, the last paragraph states "The services to be provided must be in the following format in order to be considered for this RFP". What is the intent of that requirement?

Response: Yes, your company's proposal must address and follow the project scope on pages 12 – 14; in that format to be considered as responsive.

- 7) Will the City of Stockbridge be selecting multiple firms for the professional engineering services for the various projects throughout the City?

Response: It is the Intent of the City to award this proposal to one (1) proponent; however, the City reserves, in its sole discretion, the option to award to multiple Proponents or one (1) Proponent. The award(s) will be based on the scope of services in its entirety or by components. Multiple awards may be made on the total scope of services or to components of the scope of services.

- 8) Will the firm selected be required to house all of the engineering disciplines to prime the various projects throughout the City?

Response: No. Proponents does not have to house all engineering disciplines; however, it must be clearly stated within your company's proposal.

- 9) Is there a page limit on the RFP submittal?

Response: No. There are no page limitations for this RFP.



ATTACHMENT 14

SEALED RFP LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVERED TO:

City of Stockbridge Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB, Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

RFP #201608-05

DATE: October 3, 2016

RFP MUST BE RECEIVED BEFORE 12:00 P.M. (NOON) EST

NAME OF COMPANY: Falcon Design Consultants, LLC

CONTACT PERSON: Mike Crawford Ph: 678-878-1611

PROJECT DESCRIPTION:

RFP FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT 1

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from City of Stockbridge's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The City must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within sixty (60) days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) day notice by the City of such defect, damage or deficiency.
5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the City of Stockbridge City Council.
8. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to City of Stockbridge are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to City of Stockbridge involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

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EXHIBIT 2

SCOPE OF WORK

SCOPE OF WORK

Falcon Design Consultants, LLC. is to provide professional engineering services for the Public Works Department on an "as needed, if needed, when needed" basis.

The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation

of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

The services to be provided must be in the following format in order to be considered for this RFP. It is the City's desire for the Contractor to provide the following as needed, but not limited to, the below requests.

Administrative Department

- Attend Council Meetings to advise Mayor and Council when requested;
- Advise City Manager when requested;
- Advise City Attorney when requested;
- Prepare Special Studies when requested;
- Prepare plans, specifications and other bid documents for City-initiated building projects; and
- Perform Construction Contract administration for City initiated building projects.

Public Works Department

It is the City's desire for the Contractor to provide engineering services to the Public Works Department in accordance and compliance with City Ordinances and Policies. Requested services include but are not limited to the following:

- Advise City Manager or his/her designee when requested;
- Provide Program Management Services on Capital Improvement Projects (from beginning to NTP, and or during duration of project)
- Provide drawings/plans for Capital Improvement Projects;
- Prepare Plans, specifications and other bid documents for City initiated projects;
- Review system expansions proposed by new developments;
- Assist with EPD permitting, surveys and other regulatory efforts; and
- Review in-progress construction when requested.

Road System Assistance

- Prepare Road System inventory and database;
- Evaluate condition of existing facilities when requested;
- Prepare plans, specifications and other bid documents for City-initiated projects;

- Perform Construction Contract administration for City-initiated road projects;
- Analyze intersection operations;
- Review system additions proposed by new developments;
- Assist with GDOT permitting, surveys and other regulatory efforts;
- Assist with DRI process when requested;
- Traffic Studies;
- Maintain and update Standard Road System Specifications and Details; and
- Review in-progress construction when requested.

Sewer System Assistance

- Assistance with designing system improvements and construction engineering;
- Evaluate treatment capacity needs;
- Evaluate inflow/infiltration data when requested;
- Prepare Plans, specifications and other bid documents for City-initiated projects;
- Perform Construction Contract administration for City-initiated sewer projects;
- Analyze system for flow conditions;
- Review system extensions proposed by new developments;
- Review for proper quality and location of sewer lift stations, if required;
- Assist with EPD permitting, surveys and other regulatory efforts;
- Maintain and update Standard Sanitary Sewer System Specifications and Details;
- Act as Professional Engineer of Record for City Plan review delegation from EPD;
- Review in-progress construction when requested; and
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering;
- Prepare Plans, specifications and other bid documents for City-initiated projects;
- Perform Construction Contract administration for City-initiated water projects;
- Analyze system for flow conditions;
- Review for utility lines;
- Review for proper sizing of utility lines;
- Review for location of connections with utility line;
- Evaluate metering issues when requested;
- Review system extensions proposed by new developments;

- Assist with EPD permitting, surveys and other regulatory efforts;
- Maintain and update Standard Sanitary Water System Specifications and Details;
- Act as Professional Engineer of Record for City Plan review delegation from EPD;
- Review in-progress construction when requested; and
- Conducting final inspection and testing.

Stormwater and drainage assistance

- Prepare MS4 Stormwater Management Plan required by EPD;
- Prepare MS4 Annual Stormwater Report to submit to EPD;
- Prepare plans, specifications and other bid documents for City-initiated projects;
- Perform Construction Contract administration for City-initiated Stormwater projects;
- Analyze system for flow conditions;
- Evaluate condition of existing facilities when requested;
- Review system expansions proposed by new developments;
- Assist with EPD permitting, surveys and other regulatory efforts;
- Maintain and update Standard Storm Sewer System Specifications and Details;
- Review in-progress construction when requested; and
- Assist with formation of Stormwater Utility.

Meetings

- Attend Council meetings and other meetings when requested and deemed necessary by the City; and
- Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer;
- Answer questions that may arise of a technical engineering nature;
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility Infrastructure, Sidewalks, and similar matters;
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.;
- Periodically review available State and Federal loan and grant programs with City staff;
- Prepare reports regarding public improvements, repairs of streets, bridges and sidewalks, and such other reports as may be requested by City;

- Provide accurate plats and records of all public works, lands and property owned by City, upon request; and
- Regularly update GIS and make the City aware of all information obtained for GIS that is incompatible, incomplete, or otherwise erroneous, of which Engineer becomes aware.

Billing

Maintain and forward to the City detailed billing statements which set forth, at a minimum, the number of hours (broken into job classification and hourly billing rate therefor in accordance with Attachment 1. Please note Attachment 1 will be completed as part of the Cost Proposal.

None of the above services shall be rendered by the Contractor prior to receiving City authorization, as it pertains to a specific project, for said rendition of services. Said authority may be provided by the City Manager or his/her designee.

Personnel Requirements

The Contractor shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Contractor, the City, and other involved agencies and organizations. The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP. The Contractor will provide an Engineer to oversee projects in the City.

Payment Terms

All Proposers shall submit a complete Professional Engineering Services Schedule of Fees. If the Proposer is awarded the contract, this Schedule of Fees will be the basis for the final terms of City-approved City Engineer Services.

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Overview of Services

**Administrative Department**

- ✓ Attend Council Meetings to advise Mayor and Council when requested.
- ✓ Advise City Manager when requested.
- ✓ Advise City Attorney when requested.
- ✓ Prepare Special Studies when requested.
- ✓ Prepare plans, specifications and other bid documents for City-initiated building projects.
- ✓ Perform Construction Contract administration for City initiated building projects.

Public Works Department

- ✓ Advise City Manager or his/her designee when requested.
- ✓ Provide Program Management Services on Capital Improvements Projects (from beginning to NTP, and or during duration of project).
- ✓ Provide drawings/plans for Capital Improvements Projects.
- ✓ Prepare Plans, specifications and other bid documents for City initiated projects.
- ✓ Review system expansions proposed by new developments.
- ✓ Assist with EPD permitting, surveys and other regulatory efforts.
- ✓ Review in-progress construction when requested.

Road System Assistance

- ✓ Prepare Road System Inventory and database.
- ✓ Evaluate condition of existing facilities when requested.
- ✓ Prepare plans, specifications and other bid documents for City-initiated projects.
- ✓ Perform Construction Contract administration for City-initiated road projects.
- ✓ Analyze Intersection operations.
- ✓ Review system additions proposed by new developments.

Professional Engineering Services
RFP # 201608-05



Overview of Services

- ✓ Assist with GDOT permitting, surveys and other regulatory efforts.
- ✓ Assist DRI process when requested
- ✓ Traffic Studies
- ✓ Maintain and update Standard Road System Specifications and Details.
- ✓ Review In-progress construction when requested

Sewer System Assistance

- ✓ Assistance with designing system improvements and construction engineering.
- ✓ Evaluate treatment capacity needs.
- ✓ Evaluate inflow/infiltration data when requested
- ✓ Prepare Plans, specifications and other bid documents for City-initiated projects
- ✓ Perform Construction Contract administration for City-initiated sewer projects.
- ✓ Analyze system for flow conditions.
- ✓ Review system extensions proposed by new developments.
- ✓ Review for proper quality and location of sewer lift stations, if required
- ✓ Assist with EPD permitting, surveys and other regulatory efforts.
- ✓ Maintain and update Standard Sanitary Sewer System Specifications and Details.
- ✓ Act as Professional Engineer or Record for City Plan review delegation from EPD.
- ✓ Review In-progress construction when requested
- ✓ Conduct final inspection and testing.

Water System Assistance

- ✓ Assistance with designing system improvements and construction engineering.
- ✓ Prepare Plans, specifications and other bid documents for City-initiated projects.
- ✓ Perform Construction Contract administration for City-initiated water projects.
- ✓ Analyze system for flow conditions.
- ✓ Review for utility lines.
- ✓ Review for proper sizing of utility lines.

Professional Engineering Services
RFP # 201608-05



Stockbridge
City Limits

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Overview of Services

- ✓ Review for location of connections with utility line
- ✓ Evaluate metering issues when requested
- ✓ Review system extensions proposed by new developments.
- ✓ Assist with EPD permitting, surveys and other regulatory efforts.
- ✓ Maintain and update Standard Sanitary Water System Specifications and Details.
- ✓ Act as Professional Engineer of Record for City Plan review delegation from EPD.
- ✓ Review in-progress construction when requested
- ✓ Conducting final inspection and testing.

Stormwater and Drainage Assistance

- ✓ Prepare MS4 Stormwater Management Plan required by EPD.
- ✓ Prepare MS4 Annual Stormwater Report to submit to EPD
- ✓ Prepare plans, specifications and other bid documents for City-initiated projects.
- ✓ Perform Construction Contract administration for City-initiated Stormwater projects
- ✓ Analyze system for flow conditions.
- ✓ Evaluate condition of existing facilities when requested.
- ✓ Review system expansions proposed by new developments.
- ✓ Assist with EPD permitting, surveys and other regulatory efforts
- ✓ Maintain and update Standard Storm Sewer System Specifications and Details.
- ✓ Review in-progress construction when requested
- ✓ Assist with formation of Stormwater Utility.

Meetings

- ✓ Attend Council meetings and other meetings when requested and deemed necessary by the City.
- ✓ Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Professional Engineering Services
RFP # 201608-05



Stockbridge
(City limits)

Overview of Services

Additional Services

- ✓ Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer.
- ✓ Answer questions that may arise of a technical engineering nature.
- ✓ Advise the City on matters relating to Zoning, Subdivision Regulations, Utility Infrastructure, Sidewalks, and similar matters.
- ✓ Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.
- ✓ Periodically review available State and Federal loan and grant programs with City staff.
- ✓ Prepare reports regarding public improvements, repairs of streets, bridges and sidewalks, and such other reports as may be requested by City.
- ✓ Provide accurate plats and records of all public works, lands and property owned by City, upon request.
- ✓ Regularly update GIS and make the City aware of all information obtained for GIS that is incompatible, incomplete, or otherwise erroneous, of which Engineer becomes aware.

Professional Engineering Services
RFP # 201608-05



FALCON DESIGN

September 26, 2016

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

Re: Request for Proposal # 201608-05 for Professional Engineering Services

Stockbridge Procurement Specialist:

We want to be your on-call municipal engineering team! Falcon Design Consultants, LLC (FDC) has assembled an excellent consulting team, ideally qualified to address the various levels of expertise and required tasks identified by the City. Our Team is comprised of leading industry specialists who are highly proficient in public sector roles. We understand the position, obligation, and commitment required to protect the City's interest and assist citizens, staff, and elected officials with technically sound, courteous, and prompt solutions.

The FDC Staff is able to provide services as outlined for each department including; Administrative, the Public Works Department and the Additional Service required by the City. Falcon Design Consultants, LLC (FDC) can perform the professional on-call general municipal engineering services for various projects throughout the City.

Metro Engineering and Surveying Company, Inc. (Metro) will provide any aerial photography, geodetic surveying and aerial photogrammetry

Vanassee, Hangen, Brustlin, Inc. (VHB) will perform traffic analysis and studies as required as well as provide professional environmental engineering needs

Construction Material Services, Inc. responsible for Geotechnical Engineering components

Richardson, Garretson & Associates, LLC includes all phases of civil, environmental, water and sanitary engineering

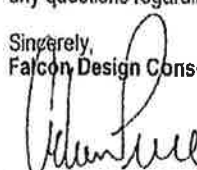
It is important to note that though each member of our team contributes specialized expertise, they are all local in proximity to the City of Stockbridge and are committed to collaborate and utilize the team's depth of resources and talent to ensure the best qualified and most timely response.

Our entire team has an in-depth knowledge and a local presence in Stockbridge, GA. We have local and regional expertise serving multiple cities and counties throughout Georgia. We understand the realities of engineering design and the importance of formulating realistic and achievable goals.

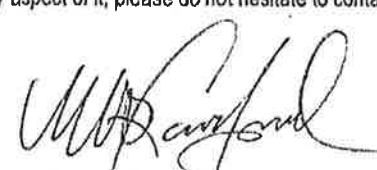
Our team is known for its unique design approach, client responsiveness, detailed in-house review, value engineering and the ability to manage projects from beginning to end. The FDC Staff has experience with regards to interesting design, road construction and alignment, side-walks/pathways/trails, and site development for parks and recreational facilities. In addition, our team has an extensive knowledge of local, state, and federal regulations and policies related to environmental documentation and permitting, stormwater management plans and studies, sewer, wetland delineation, wastewater, and MS4 permitting. In combination, our team has access to and a working relationship with over 100 technical and professional resources and staff members.

The FDC Staff is very excited about the opportunity to serve the City of Stockbridge, Georgia. We are confident that we have assembled an exceptionally qualified team that reflects our understanding of the opportunity to provide Professional Engineering Services. Should you have any questions regarding our proposal or would like to discuss any aspect of it, please do not hesitate to contact us at 770.389.8666.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, PE
Managing Partner



Mike Crawford, M.Ed.
Business Development Manager

235 Corporate Center Drive, Suite 200 / Stockbridge, Georgia 30281 / tel. 770.389.8666 / fax. 770.389.8666 / www.fdc-llc.com

500 Pirkle Ferry Road, Suite C / Cumming, Georgia 30040 / tel. 770.389.8666 / fax. 770.389.8666 / www.fdc-llc.com

EXHIBIT 3

COMPENSATION

COMPENSATION

The City agrees to compensate Falcon Design Consultants, LLC. as follows:

City agrees to compensate Falcon Design Consultants, LLC. for all services performed under this Agreement.

This contract is a fixed price contract to be used for the various professional engineering services projects throughout the City of Stockbridge.

Compensation for work performed by Falcon Design Consultants, LLC. on Projects shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit 3, Compensation.



Cost Proposal



Attachment B- Schedule of Fees
City of Stockbridge
Professional Engineering Services
RFP #201608-05
Cost Proposal

CLASSIFICATION	HOURLY BILLING RATE	
Principal Professional Engineer	\$ 110	/hour
Senior Professional Engineer	\$ 108	/hour
Professional Engineer	\$ 90	/hour
Staff Engineer	\$ 75	/hour
Registered Land Surveyor	\$ 90	/hour
Survey Supervisor	\$ 66	/hour
2- Person Survey Team	\$ 105	/hour
3- Person Survey Team	\$ 120	/hour
Office Survey Technician	\$ 55	/hour
Professional Planner	\$ 100	/hour
Senior Mapping Technician	\$ 75	/hour
Design Technician	\$ 55	/hour
CAD Drafter	\$ 48	/hour
Information System Professional	\$ 75	/hour
Computer Programmer	\$ 80	/hour
Information System Technician	\$ 50	/hour
Administrative Assistant	\$ 40	/hour
Administrator	\$ 65	/hour





Cost Proposal (continued)



Other Services/Fees	HOURLY BILLING RATE
1. GIS Technician	\$ 75 /hour
2. Construction Administration	\$ 55 /hour
3. Landscape Architect	\$ 75 /hour
4. 1 Man GPS	\$ 60 /hour
5.	\$ /hour
6.	\$ /hour
7.	\$ /hour





Cost Proposal (under separate cover)



(Intentionally left blank)

Falcon Design Consultants, LLC has carefully reviewed the City's RFQ for Professional Engineering Services and we understand the requirements described. Our Team Qualifications are exceptional and available to serve the City's immediate needs. We understand specific tasks may vary with each project. In addition, we have examined the Comprehensive Plan, Codes and Regulations, Permit requirements, etc. and can commit the necessary resources to ensure work is completed on time and within program guidelines.

FALCON DESIGN

EXHIBIT 4

PURCHASING FORMS



Certificates and Attachments

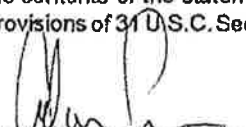
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

The Proposer, Falcon Design Consultants, LLC certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

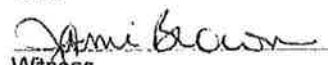
Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

The Contractor, Adam Price, P.E., certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.


Signature of Authorized Agent

Adam Price, P.E., Managing Partner
Name/Title of Authorized Agent

9-26-16
Date


Witness



Certificates and Attachments

INELIGIBILITY CERTIFICATE

I hereby certify that I am a principal and duly authorized agent of Falcon Design Consultants, LLC and it is also whose address is 235 Corporate Center Drive, Suite 200 Stockbridge, GA 30281 certifies that the Contractor, nor any of its subcontractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.


Signature of Authorized Agent

Adam Price, P.E., Managing Partner
Name/Title of Authorized Agent

September 26, 2016
Date



Stockbridge
City Limits

23

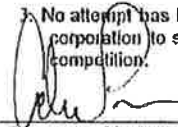
Certificates and Attachments

ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATE

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.



Signature of Authorized Agent

Adam Price, P.E., Managing Partner

Name/Title of Authorized Agent

September 26, 2016

Date



Certificates and Attachments

CERTIFICATION OF DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized agent of Falcon Design Consultants, LLC and it is also whose address is 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
3. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Signature of Authorized Agent

Adam Price, P.E., Managing Partner

Name/Title of Authorized Agent

September 26, 2016

Date



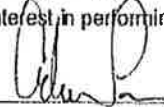
Stockbridge
City Limits

22

Certificates and Attachments

CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION

I hereby certify that I am a principal and duly authorized agent of Falcon Design Consultants, LLC and, it is also whose address is 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.



Signature of Authorized Agent

Adam Price, P.E., Managing Partner

Name/Title of Authorized Agent

September 26, 2016

Date



Certificates and Attachments

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Adam L. Price, P.E.

Name of Applicant

1) X I am a United States citizen

OR

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: [Signature]

Date: September 26, 2016

Printed Name: Adam Price, P.E., Managing Partner

*Alien Registration number for non-citizens: _____

**PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.

Subscribed and Sworn Before Me on this the 26th Day of September, 2016.

Notary Public: [Signature]

My Commission Expires: 11-8-17



*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



Certificates and Attachments

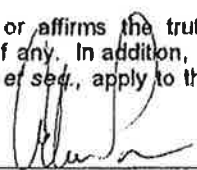
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.

The Contractor, Adam L. Price, P.E., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: 

Name and Title of Contractor Authorized Agent: Adam Price, P.E., Managing Partner

Date: September 26, 2016

Telephone #: 770.389.8666

Firm or Company Name: Falcon Design Consultants, LLC

Address: 235 Corporate Center Dr., Suite 200
Stockbridge, GA 30281



Certificates and Attachments

ATTACHMENT 11

PROPOSAL SUBMITTAL LETTER

The undersigned, Falcon Design Consultants, LLC, hereby submits its bid proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Submittal Letter this 26th day of September, 2016

By

Managing Partner

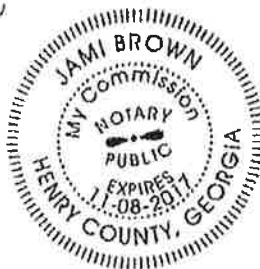
Title

Sworn to and subscribed before me the day of Sept. 26, 2016.

Jami Brown
Notary Public

My Commission Expires:

11-8-17
Date





Certificates and Attachments

ATTACHMENT 12

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

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

328455

Federal Work Authorization User Identification Number

May 18, 2010

Date of Authorization

Falcon Design Consultants, LLC

Name of Contractor

RFP #201608-05 Professional Engineering Services

Name of Project

Stockbridge, GA

Name of Public Employer

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

Executed on Sept. 26 2016 in Stockbridge, Georgia.

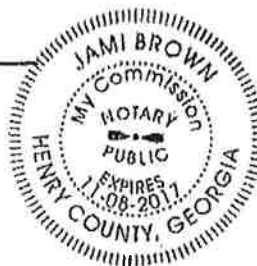
[Signature]
Signature of Authorized Officer or Agent

Adam Price, P.E., Managing Partner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26th DAY of September, 2016.

[Signature]
My Commission Expires: 11-8-17
NOTARY PUBLIC





Stockbridge
City Limits

23

Sub-Contractors Certificates and Attachments (CMS, Inc.)

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia

County of Henry

Andrew Johnson

being first duly sworn, deposes and says that:

(1) He/She is President (owner, partner officer, representative, or agent) of Construction Materials Services, Inc. the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Andrew Johnson

Andrew Johnson, PE President

(Title)

Subscribed and Sworn to before me this 21st day of September, 20 16.

Name Carolyn E. Hornback

Title Notary Public

My commission expires (Date) July 7, 2018





Sub-Contractors Certificates and Attachments (CMS, Inc.)

ATTACHMENT 13

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(3)

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

245597

Federal Work Authorization User Identification Number

09/03/2009

Date of Authorization

Construction Materials Services, Inc.

Name of Subcontractor

RFP # 201608-05 Professional Engineering Services

Name of Project

City of Stockbridge, Henry County, Georgia

Name of Public Employer

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

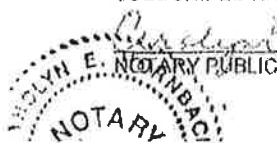
Executed on Sept 21, 2016 in Stockbridge, Georgia.

Andrew Johnson
Signature of Authorized Officer or Agent

Andrew Johnson, PE President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 21 DAY of September 2016.



My Commission Expires: July 7, 2018

30



Sub-Contractors Certificates and Attachments (Metro)

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of GEORGIA

County of HENRY

MICHAEL H. ELLIOTT JR, being first duly sworn, deposes and says that:

(1) He/She is PARTNER OFFICER (owner, partner officer, representative, or agent) of METRO ENGINEERING & SURVEYING CO., INC., the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

[Signature] [PERSONALLY APPEARED BEFORE ME - [PERSONALLY KNOWN]

(Signed)

President

(Title) STATE OF GEORGIA
HENRY COUNTY

Subscribed and Sworn to before me this 19 day of SEPT, 2016.

Name T. PEREZ

Title _____

My commission expires (Date) APRIL 24, 2017



T. Perez
Notary Public
Spalding County, Georgia
My Commission Expires
April 24, 2017



Sub-Contractors Certificates and Attachments (METRO)

ATTACHMENT 13

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b)(3)

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

EIN 58-1021299

Federal Work Authorization User Identification Number

9-25-1967

Date of Authorization

Metro Engineering & Surveying Co., Inc.

Name of Subcontractor

RFP# 201608-05

Name of Project

Falcon Design Concepts

Name of Public Employer

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

Executed on 9/26/2016 in Stockbridge, Georgia.

Michael H. Ellett, Jr.

Signature of Authorized Officer or Agent

Michael H. Ellett, Jr. - President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19 DAY of SEPT, 2016.

[Signature]

My Commission Expires:

T. Perez
Notary Public
Spalding County, Georgia
My Commission Expires
April 24, 2017





Sub-Contractors Certificates and Attachments (VHB, Inc.)

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia
County of Fulton

Erin Murphy being first duly sworn, deposes and says that:

(1) He/She is representative (owner, partner officer, representative, or agent) of Vanasse Hangen Brustlin, Inc., the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Erin Murphy

Managing Director - Atlanta

(Title)

Subscribed and Sworn to before me this 20th day of September, 2016.

Name A. Gibson
Title Notary Public

My commission expires (Date) July 2019





Sub-Contractors Certificates and Attachments (VHB, Inc.)

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b) (3)

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

115289

Federal Work Authorization User Identification Number

4/21/2008

Date of Authorization

Vanasse Hangen Brustlin, Inc.

Name of Subcontractor

RFP#201608-05 Professional Engineering Services

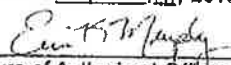
Name of Project

City of Stockbridge

Name of Public Employer

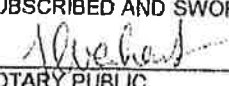
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Sept 20, 2016 in Stockbridge, Georgia.


Signature of Authorized Officer or Agent

Erin Murphy - Managing Director - Atlanta
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20th DAY of September, 2016.


NOTARY PUBLIC

My Commission Expires: 7/16/2019





Sub-Contractors Certificates and Attachments (RGA, LLC.)

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia

County of Bullo

Elmo A. Richardson, Jr. being first duly sworn, deposes and says that:

(1) He is partner officer (owner, partner officer, representative, or agent) of Richardson, Gunnerson & Assoc. the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

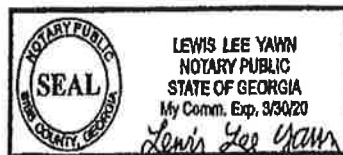
(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Elmo A. Richardson, Jr.
(Signed)

Partner
(Title)



Subscribed and Sworn to before me this 23 day of Sept., 2016.

Name Lewis Lee Yawn

Title Notary



Sub-Contractors Certificates and Attachments (RGA, LLC.)

ATTACHMENT 13

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. 13-10-91(b) (3)

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

640624

Federal Work Authorization User Identification Number

02/06/2013

Date of Authorization

Richardson, Gurrettson & Associates, LLC

Name of Subcontractor

RFP # 201608-05 Professional Engineering Services

Name of Project

City of Stockbridge

Name of Public Employer

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

Executed on Sept. 23, 2016 in Stockbridge, Georgia.

[Signature]
Signature of Authorized Officer or Agent



Stockbridge
City Limits

Financial Stability and Strength

Litigation History Statement

In the 10 years of doing business, Falcon Design Consultants, LLC has not been involved in any litigation regarding any company, partner, subcontractor, or subsidiary involved in any litigation and/or any corporate officer.





Financial Stability and Strength

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0606324
EFFECTIVE DATE: 01/11/2006
JURISDICTION : GEORGIA
REFERENCE : 0077
PRINT DATE : 01/20/2006
FORM NUMBER : 356

ADAM K PRINTZ
3405 PIEDMONT RD NE STE 300
ATLANTA, GA 30305

CERTIFICATE OF ORGANIZATION

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

FALCON DESIGN CONSULTANTS, LLC
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

11/11/2006 11:11:11 AM



Cathy Cox
Cathy Cox
Secretary of State



**CITY OF STOCKBRIDGE
OCCUPATIONAL TAX CERTIFICATE**

**FALCON DESIGN CONSULTANTS
235 CORPORATE CENTER DR
STOCKBRIDGE GA 30281**



**Certificate No.: 2146
Issue Date: 1/01/2016
Expiration Date: 12/31/2016
Location: 235 CORPORATE
CENTER DR**

This certifies that FALCON DESIGN CONSULTANTS has been duly licensed at the Occupational Tax Office of the City of Stockbridge, and is hereby entitled to practice the business of: ENGINEERING SVC-FLAT RATE .

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES

EXHIBIT 5

INSURANCE AND RISK MANAGEMENT FORMS



Certificates and Attachments

INSURANCE REQUIREMENTS

Within ten days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. **Workers' Compensation and Employer's Liability Insurance.** Worker's Compensation Insurance in compliance with the applicable Worker's Compensation Act(s) of the State of Georgia wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven into the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Professional (Errors and Omissions) Insurance** - for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, Internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six months after the completion of services.



Certificates and Attachments

6. Fidelity Bond (Employee Dishonesty) In the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The Insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability and/or Errors and Omissions (if project involves environmental hazards) Insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers, additional insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Stockbridge, 4640 North Henry Blvd., Stockbridge, Georgia 30281.



23



OP ID: AF

DATE UNDOCTYMM

09/06/2016

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

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

PRODUCER
Primo Insurance Agency, Inc.
1205 HWY 92 South
Fayetteville, GA 30215
Karl H. Thomason

CONTACT NAME: Anne French

PHONE 770-471-8888

FAX (US) 770-471-9390

ADDRESS: annie.french@primofamilycompanies.com

PRODUCER
CUSTOMER: FALCO-1

NUMBER(8) AFFORDING COVERAGE

PLANT

INSURED Falcon Design Consultants LLC
235 Corporate Center Dr Ste200
Stockbridge, GA 30281

WILBUR A. Cincinnati Insurance

10677

NUMBER: CNA

42525

Insurance: Lexington Ins Co

MURKIN:

DISCLAIMER:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	APPLICABLE EXEMPTION	POLICY NUMBER	POLICY EFFECT DATE	POLICY EXPIRATION DATE	COVERAGE	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY		ENP0368542	01/06/2016	01/06/2017	EACH OCCURRENCE	\$ 1,000,000
	☐ CLASS AIDE ☒ OTHER					TAKE TO INSURE	\$ 100,000
						FEELERS & REPAIRS	\$ 10,000
						FEELERS & REPAIRS	\$ 1,000,000
A	GENERAL AGGREGATE LIMIT						
	☒ POLICY ☐ EXEMPTION ☐ OTHER					GENERAL AGGREGATE	\$ 3,000,000
						PROPERTY DAMAGE	\$ 3,000,000
							\$
							\$
A	AUTOMOBILE LIABILITY						
	☒ ANY AUTO		ENP0368542	01/06/2016	01/06/2017	COMBINED SINGLE LIMIT (BODILY INJURY)	\$ 1,000,000
	☐ OWNED AUTOMOBILES					BODILY INJURY (PER PERSON)	\$
	☐ NON-OWNED AUTOMOBILES					BODILY INJURY (PER PERSON)	\$
	☒ ALL OTHERS					PROPERTY DAMAGE (PER ACCIDENT)	\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						
	☒ WORKERS COMPENSATION		ENP0368542	01/06/2016	01/06/2017	EACH OCCURRENCE	\$ 1,000,000
	☒ EXCESS LIABILITY					AGGREGATE	\$ 1,000,000
	☐ SICKNESS						\$
	☒ FETTERING						\$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						
	☒ WORKERS COMPENSATION		5094905534	01/06/2016	01/06/2017	EACH OCCURRENCE	\$ 1,000,000
	☒ EXCESS LIABILITY					AGGREGATE	\$ 1,000,000
	☐ SICKNESS						\$
	☒ FETTERING						\$
C	Professional Liability						
	☒ PROFESSIONAL LIABILITY		031711020	03/16/2016	03/16/2017	LIABILITY	\$ 2,000,000
	☐ PROFESSIONAL LIABILITY						\$
	☐ PROFESSIONAL LIABILITY						\$
	☐ PROFESSIONAL LIABILITY						\$
A	Property						
	☒ PROPERTY		ENP0308542	01/06/2016	01/06/2017	LIABILITY	\$ 2,000,000
	☐ PROPERTY						\$
	☐ PROPERTY						\$
	☐ PROPERTY						\$

DATE	TIME	LOCATION	VEHICLE	DESCRIPTION OF OPERATION
				(Attach RECORD ID1, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITYSTO

City of Stockbridge
Finance Dept
Attn: Procurement Specialist
4640 North Henry Blvd
Stockbridge, GA 30281

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

AUTHORIZED REPRESENTATIVE

Karl A. Johnson

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ACORD 25 (2009/09)

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City of Stockbridge / RFP #201608-05 Professional Engineering Services
September 26, 2016
Page 43



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AF

DATE (MM/DD/YYYY)

09/06/2016

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

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

PRODUCER Prime Insurance Agency, Inc. 1205 HWY 92 South Fayetteville, GA 30215 Karl N. Thomason		CONTACT NAME: Annie French PHONE (A/C, No, Ext): 770-471-8888 FAX (A/C, No): 770-471-9390 E-MAIL: annie.french@primefamilycompanies.com PRODUCER CUSTOMER ID #: FALCO-1	
INSURED Falcon Design Consultants LLC 235 Corporate Center Dr Ste200 Stockbridge, GA 30281	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance		10677
	INSURER B: CNA		42625
	INSURER C: Lexington Ins Co		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY			ENP0368542	01/06/2016	01/06/2017	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY			ENP0368542	01/06/2016	01/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
☒ HIRED AUTOS							
☒ NON-OWNED AUTOS							
A	☒ UMBRELLA LIAB	☐ OCCUR		ENP0368542	01/06/2016	01/06/2017	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DEDUCTIBLE						
	☒ RETENTION \$ 0						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	5094905534	01/06/2016	01/06/2017	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	☒ N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			031711020	03/19/2016	03/19/2017	Liability 2,000,000
A	Property			ENP0368542	01/06/2016	01/06/2017	BPP 8,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITYSTO City of Stockbridge Finance Dept Attn: Procurement Specialist 4640 North Henry Blvd Stockbridge, GA 30281	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Karl N. Thomason
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EXHIBIT 6

PAYMENT & PERFORMANCE BONDS

City of Stockbridge Finance Department
4640 North Henry Boulevard
Stockbridge, GA 30281
770-389-7900

RFP # 201608-05
PROFESSIONAL ENGINEERING SERVICES



Important notice- please read carefully!
All RFP's must be received at the City of Stockbridge Finance Department before 12:00 PM (noon) on the due date. Any received after that time will not be accepted. The City accepts no responsibility for delays in the mail. Mail or deliver to:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, GA 30281

Any revisions made on the outside of the envelope WILL NOT be considered. All vendors are required to submit the original and at least four (4) duplicated copies of any RFP submitted to City of Stockbridge. Non-submission of duplicate copies may disqualify your bid/proposal.

A label has been enclosed to affix to your RFP. This label must be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in it being opened in error or not routed to the proper location for consideration.

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**City Of Stockbridge
RFP For Professional Engineering Services**

Invitation to Propose and Schedule of Events

1.0 INVITATION TO PROPOSE

The City of Stockbridge is soliciting proposals for Professional Engineering Services. It is the intent of the City of Stockbridge (hereinafter referred to as "City") to accept and evaluate proposals from interested and qualified firms (hereinafter referred to as "Proposers") to provide professional on-call general municipal engineering services performed in a prompt, professional and workmanlike manner, and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The City has issued this RFP for the sole purpose and intent of obtaining proposals from Proposers to provide professional on-call general municipal engineering services.

The successful Proposer will be notified by the City of acceptance of the proposal. The successful proposer must submit an executed Contract and Certificate of Insurance before a Notice to Commence can be issued. Upon receipt of the Notice to Commence, the successful proposer shall begin work with the requisite workforce on the date specified.

2.0 SCHEDULE OF EVENTS

SCHEDULE OF EVENTS FOR RFP # 201608-05 Professional Engineering Services - Stockbridge, Georgia	
RFP Issued	August 24, 2016
Deadline for requests for clarifications and questions. These requests will be answered in an addendum and must be emailed to: driley@cityofstockbridge-ga.gov	September 7, 2016 10:00 AM
RFP Due	September 26, 2016 12:00 Noon
Oral Presentation For Short Listed Firms	Date TBD

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

1.0 REQUEST FOR PROPOSAL (RFP) GUIDELINES

- 1.1 The City has determined that the use of competitive sealed bidding will be practical or advantageous in completing the acquisition of the services described herein. Competitive sealed proposals shall be submitted in response to this solicitation. The proposals shall be evaluated in accordance with the evaluation criteria set forth in this RFP.

Unless directly related to the response and referenced in the text, sales brochures are not required. All submissions will become property of the City and will not be returned. The City, in its sole discretion, may reject any and all proposals and/or issue subsequent requests for qualifications and proposals.

The City has established certain requirements with respect to submittal of proposals by Proposers. Whenever the terms "SHALL", "MUST", "WILL", or "IS REQUIRED" are used in this RFP, the specifications being referred to are considered as mandatory requirements of this RFP. Failure to meet any mandatory requirements will cause rejection of the proposal.

Whenever the terms "CAN", "MAY", or "SHOULD" are used in the RFP, the specification being referred to is a desirable outcome and failure to provide any items so termed may not be cause for rejection, however, it may cause a reduction in score during the evaluation process.

The award shall be made to the responsible Proposer, herein also referred to as the Contractor and/or Firm whose proposal is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. **The City of Stockbridge reserves the right to reject any and all proposals submitted in response to this request.**

2.0 PROPOSAL SUBMITTAL

The comprehensive and detailed proposal may not be longer than One Hundred (100) pages including but not limited to the requested information outlined below.

2.1 Qualifications Section

All Proposers must submit a qualifications section within their proposals. The qualifications section must include information in the following three (3) areas:

- General management ability
- Financial stability and strength
- Engineering experience, including municipal engineering.

2.2.1 General Management

Proposers will be evaluated on the basis of their demonstrated overall management and experience, as reflected in the successful implementation of previous and/or current projects. Each Proposer shall demonstrate the ability to perform all required tasks successfully, and

City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Proposer shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to, the following factors:

- Demonstrated successful working relationships with municipalities
- Number of similar municipal engineering services provided in the metropolitan area
- Innovative techniques used to increase efficiency

2.2.2 Financial Stability and Strength

The Proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references and their demonstrated ability to provide municipal engineering services.

The Proposer must submit at least three (3) credit references. Where the Proposer is a corporation, submit evidence that the Proposer is in good standing under the laws of the state of incorporation. If that state is other than Georgia, a certificate that said Proposer is registered to do business in the State of Georgia will also be required.

The Proposer must submit its litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in litigation, and/or any corporate officer.

2.2.3 Engineering Experience

Proposers will be evaluated on the basis of their demonstrated experience in providing municipal engineering services. Proposers are encouraged to submit references for existing engineering services, especially under contract with municipalities, to demonstrate their experience and success. The City may give particular attention to the performance data provided for these referenced projects.

The Proposer must demonstrate the following:

- Overall experience in engineering; and Experience in the successful operation of providing engineering services to municipalities.

List and describe your experience in sufficient detail, five (5) projects your firm has completed in the past five (5) years that are similar in scope and complexity to this RFP. If the number exceeds ten (10), list the most relevant. Please provide references and contact information for these projects, including phone number and email address. Include the budget along with the project type for each one.

City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

2.2 Overview of Services

The Proposer shall describe services proposed in this RFP. This overview shall provide sufficient information to demonstrate the Proposer's clear understanding of the services requested by the City through this RFP.

2.3 Required Certifications and Attachments

- E-Verify Form
- W9 Form
- Business License
- Non-Collusion Bidding Certificate – Attachment 2
- Non-Collusion Affidavit of Sub-Contractor – Attachment 3
- Certification regarding debarment, suspension, and other responsibility Matters Primary Covered Transactions – Attachment 4
- Ineligibility Certificate – Attachment 5
- Certification of Drug-Free Workplace – Attachment 6
- Conflict of Interest and Prohibition Against Contingent Fees Certification – Attachment 7
- Certificate of Insurance – Attachment 8
- Affidavit Verifying Status of City Public Benefit Application - Attachment 9
- Certification Regarding Lobbying – Attachment 10
- Proposal Submittal Letter – Attachment 11
- Contractor Affidavit under O.C.G.A. 13-10-91(b)(1)
- Subcontractor Affidavit under O.C.G.A. 13-10-91(b)(3)

2.4 Cost Proposal

The proposed prices shall be submitted using Attachment 1 in a separate sealed envelope and labeled as such.

3.0 PROPOSAL SUBMISSION

One (1) original and four (4) copies of the proposal submittal package shall be submitted in a sealed envelope using label provided in Attachment 14 and delivered to the City's Procurement Specialist's Office, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281 before Noon on September 26, 2016. Proposals received after the deadline will not be considered.

4.0 REQUESTED ADDITIONAL INFORMATION

- 4.1 Prior to contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, an adequate number of personnel with the required skill, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar projects. If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform, the City reserves the right to request the Proposer for any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be so notified and will be permitted five (5) business days to submit the information requested.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

5.0 NOTICE OF OTHER REGULATIONS AND REQUIREMENTS

- 5.1 Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- 5.2 Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

6.0. AUTHORITY TO SIGN

- 6.1 If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- 6.2 The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

7.0. PROPOSAL SECURITY AND PERFORMANCE BONDS

- 7.1 No bond is required

8.0 RIGHTS RESERVED

- 8.1 The City of Stockbridge reserves the right to reject any or all proposals, to waive informalities and to re-advertise. The City of Stockbridge also reserves the right to reject proposals which are non-confirming or to reopen the proposal if all proposals exceed funds available for the project.
- 8.2 The City of Stockbridge reserves the right to reject any or all proposals from proposers who are declared non-responsive. A proposer who cannot demonstrate sufficient financial resources to perform the contract within the time specified or who has failed to successfully perform previous contracts, or whose lack of character, integrity, reputation, judgment, and experience raise questions about the successful completion of the work may be declared non-responsive. Any proposer whose lack of compliance with laws, ordinances and regulations relating to similar projects of similar character may also be declared non-responsive.
- 8.3 Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

- 8.4 The City of Stockbridge reserves the right to reject any proposal which contains unauthorized additions, conditions, limitations, or provisions to the terms of the proposal, including such changes which result from interlineations, additions, or deletions made to the documents in the proposal package.
- 8.5 The City of Stockbridge reserves the right to contract with other engineering firms at the City's sole discretion.
- 8.6 The City reserves the right to select more than one firm as part of this contract.

9.0 PROPOSAL EVALUATION

- 9.1 The City will use its staff members as the review committee, to review and analyze the details of the qualified submitted proposals.
- 9.2 The City will objectively evaluate the proposals submitted to determine the best value for the City. A comprehensive set of criteria will be used to quantify the merits of each proposal package.

- 9.3 Proposal will be evaluated and scored based upon the following categories:

A.	Technical Requirements	
a.	Experience	20 points
b.	Qualifications	15 points
c.	Experience of Assigned Personnel	15 points
d.	Proposal Content	5 points
e.	<u>Financial Stability</u>	<u>5 points</u>
	Subtotal	60 points
C.	Oral Presentation	20 points
B.	<u>Price</u>	<u>20 points</u>
	TOTAL	100 points

10.0. ORAL PRESENTATION

- 10.1 Short-listed Contractors will be required to give an oral presentation to the evaluation staff to demonstrate their understanding of the project and their ability to meet the specifications of the proposal. The dates for the presentation are to be determined.

11.0. AWARD OF CONTRACT

- 11.1 The Term of the new Professional Engineering Services Contract (hereinafter referred to as the "Contract") will be a period of three (3) years, with a one (1) year renewal option. The contract is terminable at the conclusion of each fiscal year or upon sixty (60) days written notice to terminate the contract by the City Manager. The City reserves the right to evaluate the Contractor annually to ensure all expectations are being met. If the Firm is not meeting City's expectations the contract can be terminated.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

12.0. CONTRACT NEGOTIATIONS

12.1 City Staff may negotiate with the top-ranked Proposer as authorized by the City Council, for the purpose of finalizing the Contract. If negotiations with the top-ranked Proposer are not successful, the City staff may then initiate negotiations with the second-ranked Proposer, and so on. The City reserves the right to negotiate specific work elements with a Proposer into the Contract.

12.2 Failure to execute contract within ten (30) days after the date of Notice of Award of the contract shall be just cause for the annulment of the award. At the discretion of the City of Stockbridge, the award may then be made to the next lowest responsible and responsive proposer, or project may be re-advertised.

13.0. INSURANCE, PROOF OF COVERAGE

13.1 The Proposer shall be required to furnish the City of Stockbridge with satisfactory proof of insurance coverage consistent with the policies and requirements of O.C.G.A. §50-21-37 and as specified in the contract agreement. The insurance requirements are shown in Attachment 8 of this document.

14.0 TIME

14.1 The contractor shall commence work with requisite workforce and equipment on a date specified in a written "Notice to Commence" order from the City of Stockbridge. Anticipated date for commencement of work is within the fourth quarter of 2016.

15.0 CONDITIONS

15.1 Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.

15.2 Except with respect to events or conditions, which are not discoverable, the contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

15.3 Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

16.0 ADDENDA AND INTERPRETATION

- 16.1 No interpretation of the meaning of the contract documents will be made orally to any Proposer. Any request for such interpretation should be in writing, via email, to the Procurement Specialist no later than September 7, 2016 by 10:00AM. Clarifications and questions will be answered in an addendum and posted to the City of Stockbridge website.
- 16.2 The City reserves the right to amend or clarify this RFP by addenda. Addenda will be posted to the City's Website. It is solely the Proposer's responsibility for checking the City's Website on a regular basis for Addenda and/or any updates. The City's Website may contain important information that may directly impact your proposal. Failure to account for addenda and updates may result in the rejection of your proposal as non-responsive.
- 16.3 Addenda may be issued at any time prior to the date for receipt of proposals. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of City, the postponement of the date for the receipt of proposals, written notification will be posted to the City's Website announcing the revised date.
- 16.4 Addenda will be posted to the City's Website. All addenda issued to this RFP shall become part of the RFP document. Proposers shall acknowledge receipt of any such addenda in their proposal.

17. PUBLIC RECORDS DISCLOSURE:

- 17.1 All RFP's submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

1.0 PROJECT SCOPE

The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

The services to be provided must be in the following format in order to be considered for this RFP. It is the City's desire for the Contractor to provide the following as needed, but not limited to, the below requests.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

Administrative Department

- Attend Council Meetings to advise Mayor and Council when requested
- Advise City Manager when requested
- Advise City Attorney when requested
- Prepare Special Studies when requested
- Prepare plans, specifications and other bid documents for City-initiated building projects
- Perform Construction Contract administration for City initiated building projects.

Public Works Department

It is the City's desire for the Contractor to provide engineering services to the Public Works Department in accordance and compliance with City Ordinances and Policies. Requested services include but are not limited to the following:

- Advise City Manager or his/her designee when requested
- Provide Program Management Services on Capital Improvement Projects (from beginning to NTP, and or during duration of project)
- Provide drawings/plans for Capital Improvement Projects
- Prepare Plans, specifications and other bid documents for City initiated projects
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Review in-progress construction when requested.

Road System Assistance

- Prepare Road System inventory and database
- Evaluate condition of existing facilities when requested
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated road projects
- Analyze intersection operations
- Review system additions proposed by new developments
- Assist with GDOT permitting, surveys and other regulatory efforts
- Assist with DRI process when requested
- Traffic Studies
- Maintain and update Standard Road System Specifications and Details
- Review in-progress construction when requested.

Sewer System Assistance

- Assistance with designing system improvements and construction engineering
- Evaluate treatment capacity needs
- Evaluate inflow/infiltration data when requested
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated sewer projects.
- Analyze system for flow conditions
- Review system extensions proposed by new developments
- Review for proper quality and location of sewer lift stations, if required

City Of Stockbridge
RFP For Professional Engineering Services
Project Scope

- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Sewer System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated water projects.
- Analyze system for flow conditions
- Review for utility lines
- Review for proper sizing of utility lines
- Review for location of connections with utility line
- Evaluate metering issues when requested
- Review system extensions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Water System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Stormwater and drainage assistance

- Prepare MS4 Stormwater Management Plan required by EPD
- Prepare MS4 Annual Stormwater Report to submit to EPD
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated Stormwater projects.
- Analyze system for flow conditions
- Evaluate condition of existing facilities when requested
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Storm Sewer System Specifications and Details
- Review in-progress construction when requested
- Assist with formation of Stormwater Utility.

Meetings

- Attend Council meetings and other meetings when requested and deemed necessary by the City.
- Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer
- Answer questions that may arise of a technical engineering nature
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility infrastructure, Sidewalks, and similar matters
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.

**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

- Periodically review available State and Federal loan and grant programs with City staff.
- Prepare reports regarding public improvements, repairs of streets, bridges and sidewalks, and such other reports as may be requested by City
- Provide accurate plats and records of all public works, lands and property owned by City, upon request
- Regularly update GIS and make the City aware of all information obtained for GIS that is incompatible, incomplete, or otherwise erroneous, of which Engineer becomes aware.

Billing

Maintain and forward to the City detailed billing statements which set forth, at a minimum, the number of hours (broken into job classification and hourly billing rate therefor in accordance with Attachment 1. Please note Attachment 1 will be completed as part of the Cost Proposal.

None of the above services shall be rendered by the Contractor prior to receiving City authorization, as it pertains to a specific project, for said rendition of services. Said authority may be provided by the City Manager or his/her designee.

Personnel Requirements

The Contractor shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Contractor, the City, and other involved agencies and organizations. The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP. The Contractor will provide an Engineer to oversee projects in the City.

Payment Terms

All Proposers shall submit a complete Professional Engineering Services Schedule of Fees. If the Proposer is awarded the contract, this Schedule of Fees will be the basis for the final terms of City-approved City Engineer Services.

**City Of Stockbridge
RFP For Professional Engineering Services**

Invitation to Propose and Schedule of Events

1.0 INVITATION TO PROPOSE

The City of Stockbridge is soliciting proposals for Professional Engineering Services. It is the intent of the City of Stockbridge (hereinafter referred to as "City") to accept and evaluate proposals from interested and qualified firms (hereinafter referred to as "Proposers") to provide professional on-call general municipal engineering services performed in a prompt, professional and workmanlike manner, and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The City has issued this RFP for the sole purpose and intent of obtaining proposals from Proposers to provide professional on-call general municipal engineering services.

The successful Proposer will be notified by the City of acceptance of the proposal. The successful proposer must submit an executed Contract and Certificate of Insurance before a Notice to Commence can be issued. Upon receipt of the Notice to Commence, the successful proposer shall begin work with the requisite workforce on the date specified.

2.0 SCHEDULE OF EVENTS

SCHEDULE OF EVENTS FOR RFP # 201608-05 Professional Engineering Services - Stockbridge, Georgia	
RFP Issued	August 24, 2016
Deadline for requests for clarifications and questions. These requests will be answered in an addendum and must be emailed to: driley@cityofstockbridge-ga.gov	September 7, 2016 10:00 AM
RFP Due	September 26, 2016 12:00 Noon
Oral Presentation For Short Listed Firms	Date TBD

City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Proposer shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to, the following factors:

- Demonstrated successful working relationships with municipalities
- Number of similar municipal engineering services provided in the metropolitan area
- Innovative techniques used to increase efficiency

2.2.2 Financial Stability and Strength

The Proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references and their demonstrated ability to provide municipal engineering services.

The Proposer must submit at least three (3) credit references. Where the Proposer is a corporation, submit evidence that the Proposer is in good standing under the laws of the state of incorporation. If that state is other than Georgia, a certificate that said Proposer is registered to do business in the State of Georgia will also be required.

The Proposer must submit its litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in litigation, and/or any corporate officer.

2.2.3 Engineering Experience

Proposers will be evaluated on the basis of their demonstrated experience in providing municipal engineering services. Proposers are encouraged to submit references for existing engineering services, especially under contract with municipalities, to demonstrate their experience and success. The City may give particular attention to the performance data provided for these referenced projects.

The Proposer must demonstrate the following:

- Overall experience in engineering; and Experience in the successful operation of providing engineering services to municipalities.

List and describe your experience in sufficient detail, five (5) projects your firm has completed in the past five (5) years that are similar in scope and complexity to this RFP. If the number exceeds ten (10), list the most relevant. Please provide references and contact information for these projects, including phone number and email address. Include the budget along with the project type for each one.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

5.0 NOTICE OF OTHER REGULATIONS AND REQUIREMENTS

- 5.1 Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- 5.2 Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

6.0. AUTHORITY TO SIGN

- 6.1 If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- 6.2 The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

7.0. PROPOSAL SECURITY AND PERFORMANCE BONDS

- 7.1 No bond is required

8.0 RIGHTS RESERVED

- 8.1 The City of Stockbridge reserves the right to reject any or all proposals, to waive informalities and to re-advertise. The City of Stockbridge also reserves the right to reject proposals which are non-confirming or to reopen the proposal if all proposals exceed funds available for the project.
- 8.2 The City of Stockbridge reserves the right to reject any or all proposals from proposers who are declared non-responsive. A proposer who cannot demonstrate sufficient financial resources to perform the contract within the time specified or who has failed to successfully perform previous contracts, or whose lack of character, integrity, reputation, judgment, and experience raise questions about the successful completion of the work may be declared non-responsive. Any proposer whose lack of compliance with laws, ordinances and regulations relating to similar projects of similar character may also be declared non-responsive.
- 8.3 Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

**City Of Stockbridge
RFP For Professional Engineering Services**

Instructions to Proposers

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14.0 TIME

- 14.1 The contractor shall commence work with requisite workforce and equipment on a date specified in a written "Notice to Commence" order from the City of Stockbridge. Anticipated date for commencement of work is within the fourth quarter of 2016.

15.0 CONDITIONS

- 15.1 Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.
- 15.2 Except with respect to events or conditions, which are not discoverable, the contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.
- 15.3 Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

City Of Stockbridge
RFP For Professional Engineering Services
Project Scope

- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Sewer System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated water projects.
- Analyze system for flow conditions
- Review for utility lines
- Review for proper sizing of utility lines
- Review for location of connections with utility line
- Evaluate metering issues when requested
- Review system extensions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Water System Specifications and Details
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- Attend Council meetings and other meetings when requested and deemed necessary by the City.
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Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer
- Answer questions that may arise of a technical engineering nature
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility infrastructure, Sidewalks, and similar matters
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.

City Of Stockbridge
RFP For Professional Engineering Services
Cost Proposal

CLASSIFICATION	HOURLY BILLING RATE
Principal Professional Engineer	\$ /hour
Senior Professional Engineer	\$ /hour
Professional Engineer	\$ /hour
Staff Engineer	\$ /hour
Registered Land Surveyor	\$ /hour
Survey Supervisor	\$ /hour
2- Person Survey Team	\$ /hour
3- Person Survey Team	\$ /hour
Office Survey Technician	\$ /hour
Professional Planner	\$ /hour
Senior Mapping Technician	\$ /hour
Design Technician	\$ /hour
CAD Drafter	\$ /hour
Information System Professional	\$ /hour
Computer Programmer	\$ /hour
Information System Technician	\$ /hour
Administrative Assistant	\$ /hour
Administrator	\$ /hour

City of Stockbridge Finance Department
4640 North Henry Boulevard
Stockbridge, GA 30281
770-389-7900

RFP # 201608-05
PROFESSIONAL ENGINEERING SERVICES



Important notice- please read carefully!

All RFP's must be received at the City of Stockbridge Finance Department before 12:00 PM (noon) on the due date. Any received after that time will not be accepted. The City accepts no responsibility for delays in the mail. Mail or deliver to:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, GA 30281

Any revisions made on the outside of the envelope WILL NOT be considered. All vendors are required to submit the original and at least four (4) duplicated copies of any RFP submitted to City of Stockbridge. Non-submission of duplicate copies may disqualify your bid/proposal.

A label has been enclosed to affix to your RFP. This label must be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in it being opened in error or not routed to the proper location for consideration.

**City Of Stockbridge
RFP For Professional Engineering Services**

Invitation to Propose and Schedule of Events

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The City of Stockbridge is soliciting proposals for Professional Engineering Services. It is the intent of the City of Stockbridge (hereinafter referred to as "City") to accept and evaluate proposals from interested and qualified firms (hereinafter referred to as "Proposers") to provide professional on-call general municipal engineering services performed in a prompt, professional and workmanlike manner, and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

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City Of Stockbridge
RFP For Professional Engineering Services

Instructions to Proposers

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RFP For Professional Engineering Services**

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**City Of Stockbridge
RFP For Professional Engineering Services**

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**City Of Stockbridge
RFP For Professional Engineering Services
Project Scope**

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The Contractor shall perform professional on-call general municipal engineering services for various projects throughout the City. The aforementioned services shall be performed in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City Manager or his/her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The work under this contract shall consist of work and services to be performed by providing professional on-call general municipal engineering services for the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work.

The services to be provided consist of a broad range of services that includes, but is not limited to: general consulting; civil engineering; land surveying; management of capital improvement projects; project design and construction support; computer and/or manual drafting; staff augmentation; planning; design; surveying; management and consulting services and activities at the City's discretion in efforts to meet its capital improvement programs; and other civil engineering and/or community development projects deemed necessary by the City. The City will determine the work to be performed and other tasks associated with Public Works infrastructure design and construction.

Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, the Contractor shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by City Manager or his/her designee.

The Contractor shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Contractor shall work with the City Manager or his/her designee who will indicate system needs and assist in achieving the desired scope of work. Upon approval, the City may issue a Task Order and a Notice to Proceed ("NTP") that specifies the "not to exceed" dollar amount of the Task Order with the start work and completion dates.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

The City reserves the right to cancel an outstanding Task Order at any time at the City's discretion if it is in the best interest of the City. Upon the cancellation of an outstanding Task Order, the City will pay the Contractor for any authorized work that has been satisfactorily performed, up to and through the date of cancellation. In the event of cancellation, the Contractor will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation.

There is no minimum amount of work guaranteed under this contract.

The services to be provided must be in the following format in order to be considered for this RFP. It is the City's desire for the Contractor to provide the following as needed, but not limited to, the below requests.

City Of Stockbridge
RFP For Professional Engineering Services
Project Scope

- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Sewer System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Water System Assistance

- Assistance with designing system improvements and construction engineering
- Prepare Plans, specifications and other bid documents for City-initiated projects.
- Perform Construction Contract administration for City-initiated water projects.
- Analyze system for flow conditions
- Review for utility lines
- Review for proper sizing of utility lines
- Review for location of connections with utility line
- Evaluate metering issues when requested
- Review system extensions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Sanitary Water System Specifications and Details
- Act as Professional Engineer of Record for City Plan review delegation from EPD
- Review in-progress construction when requested.
- Conducting final inspection and testing.

Stormwater and drainage assistance

- Prepare MS4 Stormwater Management Plan required by EPD
- Prepare MS4 Annual Stormwater Report to submit to EPD
- Prepare plans, specifications and other bid documents for City-initiated projects
- Perform Construction Contract administration for City-initiated Stormwater projects.
- Analyze system for flow conditions
- Evaluate condition of existing facilities when requested
- Review system expansions proposed by new developments
- Assist with EPD permitting, surveys and other regulatory efforts
- Maintain and update Standard Storm Sewer System Specifications and Details
- Review in-progress construction when requested
- Assist with formation of Stormwater Utility.

Meetings

- Attend Council meetings and other meetings when requested and deemed necessary by the City.
- Meet with the City Manager or his/her designee to provide updates of upcoming and current projects.

Additional Services

- Offer advice to the City on engineering matters referred thereto and/or matters that are naturally incidental to the role of the City Engineer
- Answer questions that may arise of a technical engineering nature
- Advise the City on matters relating to Zoning, Subdivision Regulations, Utility infrastructure, Sidewalks, and similar matters
- Complete required Georgia EPD reports such as annual NPDES Storm Water Drainage reports, etc.

**City Of Stockbridge
RFP For Professional Engineering Services
Cost Proposal**

CLASSIFICATION	HOURLY BILLING RATE
Principal Professional Engineer	\$ /hour
Senior Professional Engineer	\$ /hour
Professional Engineer	\$ /hour
Staff Engineer	\$ /hour
Registered Land Surveyor	\$ /hour
Survey Supervisor	\$ /hour
2- Person Survey Team	\$ /hour
3- Person Survey Team	\$ /hour
Office Survey Technician	\$ /hour
Professional Planner	\$ /hour
Senior Mapping Technician	\$ /hour
Design Technician	\$ /hour
CAD Drafter	\$ /hour
Information System Professional	\$ /hour
Computer Programmer	\$ /hour
Information System Technician	\$ /hour
Administrative Assistant	\$ /hour
Administrator	\$ /hour



CITY OF STOCKBRIDGE FINANCE DEPARTMENT

4640 North Henry Boulevard
Stockbridge, Georgia 30281
(770) 770-389-7900
Email to: driley@cityofstockbridge-ga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department.

REQUIRED CERTIFICATIONS/ATTACHMENTS

The following certificates/attachments must show that they have been acknowledged (completely filled out, signed, stated N/A with reasons) and returned with bid. Any forms not returned will cause bid to be nonresponsive and thus not considered.

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

ATTACHMENT 5

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
and it is also whose address is _____,
certifies that the Contractor, nor any of its subcontractors to be used in performing this Contract, are
listed on the list of Ineligible Contractors maintained by the Comptroller General of the United
States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

ATTACHMENT 7

CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____,
and, it is also whose address is _____,
certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict
of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

completion of services.

6. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers, additional insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Stockbridge, 4640 North Henry Blvd., Stockbridge, Georgia 30281.

ATTACHMENT 10

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

ATTACHMENT 12

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 2016 in Stockbridge, Georgia.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY of _____, 2016.

My Commission Expires: _____
NOTARY PUBLIC

ATTACHMENT 14

SEALED RFP LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Finance Department
Attn: Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

RFP # 201608-05

DATE: September 26, 2016

RFP MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION:

RFP FOR PROFESSIONAL ENGINEERING SERVICES



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

November 8, 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: PER TASK ORDER

FROM ACCOUNT:

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NO. 18RFP021918-CSI, ENGINEERING SERVICES, SCADA SYSTEM IMPROVEMENTS- CARTER & SLOOPE, INC

BACKGROUND INFORMATION:

Request For Proposal (RFP) Number 18RFP021918-CSI, Engineering Services, Scada System Improvements was approved by Council January 31, 2017, to Carter & Sloope, Inc.

The initial contract term is for one (1) year, with three (3), one (1) year renewal options and the scope of services are approved per task order. The contract expires December 31, 2021.

Request For Proposal (RFP) Number 18RFP021918-CSI, Engineering Services, Scada System Improvements was awarded by Council January 31, 2017, to Carter & Sloope, Inc.

The initial contract term is for one (1) year, with three (3), one (1) year renewal options and the scope of services are approved per task order. There are no renewals remaining.

All contract renewal notifications were performed as of May, 2021, by the Procurement Division and the renewal process of this contract was approved by the City Manager.

The Public Works Department is requesting approval to continue utilizing Request For Proposal (RFP) Number 18RFP021918-CSI, Engineering Services, Scada System Improvements contract with Carter and Sloope because the City currently has fifteen (15) ongoing projects in various stages with Carter and Sloope.

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.

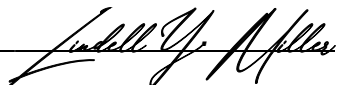
Exhibit 1 – Current list of uncompleted Projects

Exhibit 2 – Contract Agreement

Fiscal Impact: Funds will be provided from account numbers Water 505-44200-521230 (Engineering Fees), Sewer 505-43300- 521230 (Engineering Fees), Stormwater 510-42500-521230 (Engineering Fees), Public Works 100-42200-521230 (Engineering Fees), and 100-15650-521230 (Engineering Fees).

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 _____

Stockbridge Projects List
8/17/2021

C&S Project #	Project Name	Phase	Start Date	Completion Date
S9100.013	WWTP Improvements and Glynn Addy Pump Station Rehabilitation	Construction	1/7/2019	12/1/2021
S9100.034	May's Crossing Lift Station and Force Main Rehabilitation	Bidding	9/25/2021	4/23/2022
S9100.035	Burke Street Sanitary Sewer Rehab	Bidding	10/9/2021	4/7/2022
S9100.036	Utility Relocation for SR 138 & SR 42	Design	Pending GDOT Schedule	
S9100.042	Pole Barn at WWTP	Planning	Pending Approval by City	
S9100.043	Water Service Line Replacements	Design	1/6/2022	7/5/2022
S9100.044	2021 Water System Improvements	Design	2/5/2022	8/4/2022
S9100.046	Lift Station Rehabilitation (Walter Way, Memorial Park, Pine View)	Design	3/22/2022	11/17/2022
S9100.047	2021 WWTP Improvements	Planning / Preliminary Eng.	Schedule Pending Design	
S9100.048	Northbridge Sanitary Sewer Rehab	Design	6/25/2022	7/20/2023



Carter & Sloope
 CONSULTING ENGINEERS

1031 Stonebridge Parkway P.O. Box 534
 Watkinsville, Georgia 30677
 Tel: (706) 769-4119 Fax: (706) 769-4546

MASTER AGREEMENT FOR ENGINEERING SERVICES

This Master Agreement for Engineering Services ("Agreement") dated this 31st day of January, 2017, sets forth the terms and conditions under which the **CITY OF STOCKBRIDGE** (the "Owner") may from time to time engage and pay for the services of **CARTER & SLOOPE, INC.** (the "Engineer"), as provided herein. This Agreement shall be effective on the date above if signed by the Owner's authorized representative.

~~Under this Agreement, the Owner and the Engineer intend to execute one or more Task Releases~~ establishing a specific project, scope of work, services, deliverables or work product, time for performance, compensation and other terms and conditions as provided in each Task Release. The terms and conditions of this Agreement shall apply to each Task Release issued pursuant hereto. In the event of any conflict or inconsistency between this Agreement and any provisions, terms or conditions of a Task Release, the provisions, terms and conditions of this Agreement shall supersede, control and prevail over the conflicting or inconsistent provisions of the Task Release.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein and for other good and valuable consideration, the sufficiency of which is herein acknowledged, the Owner and the Engineer agree as follows:

SECTION 1 REPRESENTATIONS AND WARRANTIES

1.1 Owner's Reliance. In order to induce the Owner to execute this Agreement and any Task Release hereunder, and recognizing that the Owner is relying thereon, and without limiting or restricting any other representation or warranty set forth elsewhere in this Agreement, any Task Release or implied by law, the Engineer, by executing this Agreement, makes the following express representations and warranties to the Owner:

1.2 Qualifications. The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner and is licensed to practice engineering by all entities or bodies having jurisdiction in the state of Georgia. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the full term of this Agreement or until final completion of any and all Work under any Task Release, whichever is later.

1.3 Project Familiarity. The Engineer represents and warrants that, prior to its signing of any Task Release, it will become familiar with the project site and the local conditions under which the Work identified in the Task Release is to be performed.

1.4 Scope and Compliance. The Engineer represents and warrants that it shall prepare all documents and things required by this Agreement or any Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for the purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations.

1.5 Representations And Warranties Non-Exclusive. Nothing contained in Section 1 shall in any manner whatsoever supersede, limit or restrict any other representation or warranty set forth elsewhere in this Agreement or in any Task Release.

SECTION 2

DOCUMENTS INCORPORATED BY REFERENCE

2.1 Incorporated Documents. This Agreement includes, and incorporates by reference, the following documents: (i) the Engineer's hourly rates and reimbursable expenses schedule for all services to be performed pursuant to any Task Release (other than for a lump sum Contract Price) issued under this Agreement as set forth in Exhibit "A," and, (ii) the Engineer's insurance coverages as set forth in Exhibit "B." Additionally, the following contract documents are included in this agreement.

- 1) This Agreement;
- 2) The RFP, its Addenda and the Engineer's responses to the RFP;
- 3) Exhibit 1: General Conditions;
- 4) Exhibit 2: Scope of Work from the RFP;
- 5) Exhibit 3: Compensation;
- 6) Exhibit 4: Purchasing Forms; and
- 7) Exhibit 5: Insurance and Risk Management Form.

All of the foregoing documents are hereinafter referred to as the "Contract Documents." If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) this Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of the Engineer's proposal that were accepted by the City and made a part of the Contract Documents.

SECTION 3

THE WORK

3.1 Scope. The scope of work (the "Work") to be performed by the Engineer under this Agreement is generally outlined in the scope of work from the RFP but shall be specified in each Task Release issued as separate documents. The specific Work shall be based on the Owner-Supplied Information, if any, as set forth in the Task Release.

3.2 Compliance With Agreement and Task Release. The Work shall include all engineering services for the project in strict conformity with all requirements of this Agreement and the Task Release.

3.3 Insurance. The Work shall include the furnishing of insurance required by this Agreement.

3.4 Labor and Supervision. The Work shall include the provision or furnishing of all labor and supervision required to prosecute and complete the Work.

SECTION 4

TERM OF THIS AGREEMENT AND CONTRACT TIME

4.1 Term. This Agreement shall comply with O.C.G.A. § 36-60-13. Accordingly, the initial term of this Agreement shall commence on the date of this Agreement and shall terminate absolutely and without further obligation on the part of the Owner on the earlier of (a) the termination of this Agreement in accordance with the provisions of Section 7 or (b) on the last calendar day in the year in which this Agreement is fully executed; provided however, this Agreement shall automatically renew for up to three (3) additional terms, each a "Renewal Term," subject to the provisions of Section 7. The first Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. The second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. The third Renewal Term shall begin on the 1st day of January, 2020 and shall end no later than the date which is thirty-six (36) months from the date this agreement is entered fully executed.

4.2 Contract Time. The number of calendar days from the commencement date of the Engineer's Work under a Task Release through the date set for completion of the Engineer's Work under a Task Release shall constitute the "Contract Time" for such Task Release.

4.3 Commencement. The Engineer agrees to start performance of the Work under a Task Release promptly after the Owner signs the Task Release or as otherwise provided in the Task Release.

4.4 Time is of the Essence. All dates and limitations of time set forth in this Agreement, or in any Task Release, are of the essence.

SECTION 5

CONTRACT PRICE AND PAYMENTS

5.1 Contract Price. The Engineer agrees to perform the Work under each Task Release for the Contract Price agreed to and set forth in the Task Release.

5.2 Progress Payments. On or before the fifth (5th) day of each month after commencement of the Work under a Task Release, the Engineer may submit a separate progress invoice ("Progress Invoice") for each Task Release to the Owner's Representative on such form as the Owner may require, for the period ending the last day of the previous month. The Owner shall not review,

process, or consider for payment any invoice or billing unless such Progress Invoice is on such form as the Owner may require. Each Progress Invoice shall be in such form and manner, and with such supporting data and content, as the Owner may require. In each Progress Invoice the Engineer may request payment for that part of the Contract Price representing all Work actually performed and due in accordance with the requirements of this Agreement and the Task Release.

5.2.1 Owner Review. The Owner shall review the Progress Invoice and may also review the Work performed under each Task Release to determine whether the quantity and quality of the Work is as represented in the Progress Invoice and is as required by this Agreement and the Task Release. The Owner shall determine and approve the amount, in the opinion of the Owner, properly owing to the Engineer.

5.2.2 Payment. The Owner shall make partial payments on account of the Contract Price for each Task Release to the Engineer within thirty (30) days following receipt and approval of the Engineer's fully completed Progress Invoice and all supporting documentation. The amount of each partial payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the Engineer to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement or the Task Release.

5.3 Final Payment. When all of the Work under a Task Release is finally complete, the Engineer shall notify the Owner in writing and submit an invoice for final payment ("Final Invoice").

5.3.1 Final Inspection. Upon receipt of written notice from the Engineer that the Work under a Task Release is finally complete and receipt of the Final Invoice, the Owner shall make final inspection of the Work. If the Work is complete in full accordance with this Agreement and the Task Release, and all conditions precedent to payment contained in Subsection 5.3. or elsewhere in this Agreement or the Task Release are satisfied, the Owner shall approve final payment to the Engineer and the Engineer shall be entitled to the remainder of the unpaid Contract Price, less such amounts, if any, otherwise owing by the Engineer to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement or the Task Release.

5.3.2 Time of Final Payment. The Owner shall make final payment of all sums due the Engineer within thirty (30) days after the requirements of Subsections 5.3.1 are satisfied.

5.4 Engineer's Affirmative Representations. Each Progress Invoice and the Final Invoice shall be signed by the Engineer and shall constitute the Engineer's affirmative representation of the following: (i) the Work under the Task Release has progressed to the level for which payment is requested; (ii) the Work under the Task Release has been properly performed in full accordance with this Agreement and the Task Release; (iii) the Engineer knows of no reason why payment should not be made as requested.

5.5 Hourly Rates and Reimbursable Expenses. The Owner shall compensate the Engineer for completion of the Work under the Task Release for an hourly rate or reimbursable expenses Contract Price based on Exhibit "A" hereto.

SECTION 6

ENGINEERING AND DESIGN RESPONSIBILITIES

6.1 Engineering and Design Services. The Engineer shall be fully and completely responsible for all of the Work under each Task Release. The Engineer shall furnish all engineers, designers, drafters, and other personnel necessary to complete the Work under each Task Release. The Engineer shall perform all engineering and design services described in, contemplated by, inferable from, or necessary or desirable to perform the Work under each Task Release including, if applicable under a Task Release, the development and generation of all Design Documents necessary for a specific project to be properly constructed by the Owner or the Owner's other contractor(s) and used, operated and maintained by the Owner in accordance with all applicable laws, guidelines, requirements and standards. The Engineer shall perform all engineering and design services required by any Task Release including all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services.

6.1.1 Quality. The Engineer shall be responsible for the professional quality, completeness, accuracy, and coordination of the Work under each Task Release. All Work performed by the Engineer under a Task Release shall meet all environmental, utility and other regulatory requirements.

6.1.2 Applicable Standards and Codes. In providing engineering and design services under any Task Release, the Engineer shall comply with the lawful requirements of all federal, state, and local authorities having jurisdiction over the Owner, the Engineer, the project and the project site. The Work performed by the Engineer under a Task Release shall meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the project including, but not limited to, environmental standards, utility standards, fire and safety regulations and requirements and compliance with all other applicable standards and codes.

6.2 Georgia Licensed Professional. The Engineer warrants that the all engineering and design services performed under this Agreement and each Task Release shall be supervised by a design professional duly licensed and registered to provide professional engineering services in the state of Georgia. The Engineer warrants that all engineering and design services under this Agreement and each Task Release shall be performed under a sound quality assurance and control program.

6.3 Design Documents. "Design Documents" means all the design documents developed or generated by or on behalf of the Engineer under this Agreement and each Task Release including, but not limited to, those for use in constructing any project by the Owner or the

Owner's other contractor(s). Design Documents also include detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of the Engineer.

6.4 Owner-Supplied Information. For a Task Release, the Owner may provide the Engineer with the Owner's project criteria, design parameters, budget and any other project or design-related information for the Engineer's use in performing the Work under the Task Release, which is collectively referred to in this Agreement and each Task Release as "Owner-Supplied Information." The Engineer shall carefully review, study, examine, and analyze such Owner-Supplied Information and promptly advise the Owner if such Owner-Supplied Information is insufficient, inadequate, incomplete, defective or deficient, and, if so advised, the Owner and the Engineer shall work together to cure, correct and remedy any such insufficiency, inadequacy, incompleteness, defectiveness or deficiency.

6.5 Owner's Review of The Work. The Engineer shall furnish and provide all Work identified in a Task Release to the Owner for periodic review or approval as required by the Owner.

6.5.1 Periodic Reviews. The Engineer shall enable and assist the Owner to conduct periodic reviews of the Engineer's Work and Work Product under each Task Release. The number and frequency of the Owner's periodic reviews shall be established in each Task Release. The Owner, in its sole discretion, shall have the right to require more and additional periodic design reviews upon notice to the Engineer.

6.5.2 Revisions. The Owner may direct the Engineer to revise any of the Work performed under any Task Release in order to conform to the Owner's objectives or other requirements. Any such revisions directed by the Owner shall not relieve the Engineer of its obligations unless, and only to the extent that, the Engineer promptly notifies the Owner in writing of any adverse impact on schedules, budgets, operational costs, operational performance, quality, safety, satisfaction of regulatory requirements, or other adverse impact that may result from such revisions.

6.6 Inspections and Testing by the Engineer. All inspection and testing specified in the Task Release, or required by any law or code, shall be performed by the Engineer as part of the Work under each Task Release.

6.7 Engineering Standard of Care. The Engineer warrants that it shall perform the Work and professional services to be performed pursuant to the terms of this Agreement and each Task Release in accordance with all applicable laws and codes. Engineer will exercise such degree of care, learning, skill, diligence and ability as is ordinarily possessed, exercised and employed by professional engineers who practice in the southeastern United States under similar conditions and like circumstances, and the Engineer shall perform such duties without neglect, and shall not be liable for the performance of professional services except for failure to exercise such appropriate degree of care, learning, skill, diligence and ability.

6.8 Ownership of Work Product. The reports, recommendations, specifications, drawings, technical data, sketches and all other information developed by the Engineer or its subconsultants in connection with its performance under this Agreement or any Task Release (the "Work Product") shall be the property of the Owner. In entering into this Agreement and any Task Release, the Engineer transfers to the Owner all right, title, and interest, including the copyright, in and to the Work Product. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer. All original technical data, evaluations, reports and other work product of the Engineer shall be delivered to Owner as a condition precedent to payment of the Final Invoice. The Engineer may retain one (1) copy of all Work Product for its permanent file.

6.9 Works for Hire. All Work Product originally prepared by the Engineer, and any of the architectural or engineering works represented thereon are "works made for hire" for the Owner under the Copyright Act of 1976, as amended. Upon creation, the Owner shall acquire all rights, title and interest in the Work Product and the architectural or engineering works represented thereon whether delivered to the Owner or not, but the Owner shall have no rights in the Engineer's proprietary software programs or proprietary data bases. The Engineer shall maintain all right, title and interest in its proprietary software programs and its databases. The Engineer hereby assigns, and will cause each of its subconsultants to assign, to the Owner all right, title and interest in any Work Product and the copyright therein. The Owner may reuse the Work Product at its discretion and risk on projects other than the project for which the Work Product was generated, but the Engineer makes no warranties of any kind with respect to such reuse on other projects.

SECTION 7 SUSPENSION AND TERMINATION

7.1 Suspension and Reinstatement. The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Work under any Task Release without invalidating the provisions of this Agreement or any Task Release. Suspension or reinstatement of the Work under any Task Release will be by written notice to the Engineer from the Owner. Suspension of Work under any Task Release shall not automatically entitle the Engineer to an increase in the Contract Price or a change in the Contract Time; however, the Engineer will be reimbursed for actual and unavoidable direct costs incurred by the Engineer as a result of such suspension and the Contract Time will be extended as required to compensate for any actual delay to the Work if, and only to the extent that, such delay is caused by such suspension.

7.2 Termination by Owner for Convenience. The Owner may, without cause or for any reason whatsoever, terminate this Agreement, or terminate the performance of the Work under any Task Release, for convenience. The Owner shall give written notice of such termination to the Engineer specifying the scope of such termination and date that termination becomes effective. Unless otherwise directed in writing by the Owner, the Engineer shall incur no further obligations in connection with the Work under any Task Release that is terminated, and the Engineer shall stop Work under any Task Release when such termination becomes effective. The Owner may direct the Engineer to assign the Engineer's right, title and interest to orders or subcontracts to the Owner or

the Owner's designee; otherwise, the Engineer shall terminate outstanding orders and subcontracts and settle or otherwise resolve the liabilities and claims arising out of the termination of orders and subcontracts. The Engineer shall transfer title and deliver to the Owner all such completed or partially completed Work, including Work Product. The Engineer shall perform and engage in a formal checkout process with the Owner's Representative at the office of the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by this Agreement or any Task Release that is terminated. The Engineer shall return to the Owner all of the Owner's property. When terminated for convenience, the Engineer shall submit a claim for termination payment to the Owner, as provided in Section 7.3, specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner.

7.3 Termination Payment. When terminated for convenience, if the Engineer submits to the Owner a timely, written claim for termination, and upon satisfaction of all conditions and requirements of the Engineer contained in Subsection 5 (unless such condition or requirement cannot reasonably be attained at that stage of the Work) the Owner shall pay the Engineer the following amount as the total and complete balance of the Contract Price: contract prices for labor, materials, equipment and other services expended or incurred by the Engineer through the date of termination, provided, however, that no indirect costs or consequential damages shall be owed, due, or payable to the Engineer. Any amounts payable under this Section 7.3 shall not include amounts already paid in accordance with other provisions hereof.

7.4 Termination by Owner For Cause. If the Engineer refuses or fails to prosecute the Work under any Task Release in a timely manner, supply enough properly skilled workers or supervisory personnel, or if the Engineer fails to make prompt payment to subconsultants or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise violates this Agreement, then the Owner may by written notice to the Engineer, without prejudice to any other right or remedy, declare the Engineer in default and terminate this Agreement, or terminate the Work of the Engineer under any Task Release, for cause, specifying the date that termination becomes effective. In such event, the Owner may take possession of the Work under any Task Release, and of all Work Product related thereto, and may finish the Work under any terminated Task Release by whatever methods the Owner may deem expedient. The Owner may also exercise all rights, options and privileges of the Engineer under the Engineer's subcontracts and purchase orders pertaining to the Work under any Task Release, and the Engineer expressly covenants and agrees that it will promptly assign its rights thereunder to the Owner to the extent requested by the Owner. The Engineer shall perform and engage in a formal checkout process with the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by this Agreement or any Task Release. The Engineer shall return to the Owner all of the Owner's property. In the event of a termination for cause, the Engineer shall not be entitled to receive any further payment until all of the Work under any terminated Task Release is finished. If the unpaid balance of the Contract Price for such terminated Task Release exceeds the cost of finishing the Work under the Task Release, such excess shall be paid to the Engineer. If such cost of finishing the Work under the Task Release exceeds the unpaid balance, the Engineer shall pay the difference to the Owner. In the event this Agreement or the Work of the Engineer under any Task Release is terminated by the Owner for cause pursuant to this Section 7.4 and it is subsequently

determined by a court or arbitrator(s) of competent jurisdiction that such termination was without proper cause, erroneous, or wrongful, such termination must and shall be deemed a termination for convenience under Section 7.2 and the provisions of Section 7.3 shall apply as the sole and exclusive measure of any and all damages to which the Engineer is, or may be, entitled to recover from the Owner, if any.

7.5 Termination by the Engineer. If the Owner fails to make payment of undisputed amounts due the Engineer within ninety (90) days of receipt of an acceptable invoice or otherwise fails to perform, the Engineer may give written notice of the Engineer's intention to terminate this Agreement, or any Task Release, setting forth the reasons for such termination. If the Owner fails to cure or submit a plan for cure within thirty (30) days after receipt of such notice by the Owner, the Engineer may give a second written notice, and seven (7) days after receipt of such second written notice by the Owner, the Engineer may terminate this Agreement or any Task Release. If so terminated, and provided that the Owner is determined to have breached this Agreement or any Task Release, as specified in Engineer's notice of termination, the Owner shall pay the Engineer, as the sole and exclusive measure of any and all damages to which the Engineer is, or may be, entitled to recover from the Owner, if any: (i) for all Work under any terminated Task Release completed satisfactorily to the date of termination; (ii) proven direct loss sustained; and, (iii) reasonable costs of settlement(s) with subconsultants.

7.6 Survival. The Owner and the Engineer acknowledge and agree that the Owner's termination of this Agreement or the Work of the Engineer under any Task Release shall not limit, reduce, preclude or otherwise affect either the Owner's or the Engineer's right to enforce the provisions of this Agreement or any terminated Task Release, subject only to the time limitation at law or other limitations, conditions or requirements provided in this Agreement or any terminated Task Release, either (i) as to acts, omissions or breaches occurring before the effective date of such termination or (ii) as to the requirements, payments, procedures and measure of damages provided in this Section 7

SECTION 8

ENGINEER AND SUBCONSULTANT INSURANCE REQUIREMENTS;

INDEMNIFICATION

8.1 General. The Engineer and all subconsultants shall maintain in full force and effect the insurance coverages and amounts set forth in Exhibit "B," and such insurance coverages and limits shall be and remain in full force and effect for the period of time for such insurance as specified in Exhibit "B."

8.2 Certificates of Insurance. Upon signing this Agreement, the Engineer must provide a certificate of insurance from the Engineer's insurer providing evidence that the insurance coverages and amounts specified in Exhibit "B," have been obtained from insurance companies reasonably acceptable to the Owner.

8.3 Limit of Liability. Except as provided in Section 8.4 below, to the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project. A copy of the Engineer's Certificate of Liability Insurance is attached as Exhibit A.

8.4 Indemnification. Except with respect to professional services provided in accordance with the standard of care set forth in Section 6.7, Engineer hereby agrees to indemnify and hold harmless the Owner its Mayor and Council, officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Engineer, its agents, employees or others working at the direction of Engineer or on its behalf, or due to any breach of this Agreement by the Engineer or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon the successors and assigns of Engineer. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Engineer.

Engineer obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Engineer further agrees to indemnify and hold harmless the Indemnified Persons from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Engineer. These indemnities shall not be limited by reason of the listing of any insurance coverage.

SECTION 9

COMMUNICATIONS

9.1 To Engineer. Any communications to the Engineer shall be directed to:

Carter & Sloope, Inc.
1031 Stonebridge Pkwy.
Watkinsville, GA 30677

Attention: Martin C. Boyd, P.E.
Phone: 706-769-4119
Fax: 706-769-4546
mboyd@cartersloope.com

9.2 To Owner. Any communications to the Owner shall be directed to:

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Attention: City Manager

Phone: 770-389-7904

9.3 Method. Written notices required by this Agreement shall be sent to the mailing addresses and personnel identified in this Section 9 by certified mail, return receipt requested. Nothing contained in this Section 9 shall be construed to restrict routine communications between representatives of the Engineer and the Owner by any reasonable means including U.S. Mail, facsimile, overnight delivery or electronically.

SECTION 10
SUCCESSORS AND ASSIGNS

10.1 Parties Bound. The Owner and the Engineer each binds itself to the other party to this Agreement and each Task Release hereunder.

10.2 Assignment. The Owner herein reserves the right, without the consent of the Engineer, to assign this Agreement or any Task Release, or any of the rights arising thereunder, in whole or in part. The Engineer, however, shall not assign this Agreement or any Task Release, or any of the rights arising thereunder, or any of the Engineer's rights, or delegate any of its duties (except as to subconsultants working under the Engineer's direct supervision and control), without the prior written consent of the Owner.

SECTION 11
NO THIRD-PARTY BENEFICIARIES

11.1 No Third-Party Rights. This Agreement and each Task Release is made for the benefit of the parties hereto and confers no third-party beneficiary rights on any third party including, but not limited to, any subconsultant, materialman, supplier or vendor.

SECTION 12.
ENTIRE AGREEMENT

12.1 No Oral Statements. It is understood and agreed that the written terms and conditions of this Agreement, or of any Task Release issued hereunder, shall supersede all oral statements or oral representations made by any party to this Agreement that relate to the subject matter of this Agreement or of any Task Release issued hereunder, and that no oral statement or oral representation shall be effective or be construed as being part of this Agreement or of any Task Release issued hereunder.

SECTION 13
OWNER'S AUDIT RIGHTS

13.1 Audit and Retention. All documents relating in any manner whatsoever to the Work performed pursuant to this Agreement or any Task Release, or any portion thereof, which are in possession of the Engineer, or any sub-consultant, shall be made available to the Owner and its designated representatives for audit, inspection, and copying upon written request by the Owner. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, invoices, receipts, charges, checks and other writings or Work Product, or any of the billings and invoices submitted by the Engineer to the Owner. The Engineer, and its subconsultants, shall maintain and protect these documents for no less than six (6) years after completion of the Work under this Agreement or any Task Release, or for such longer period of time as may be required by law or good engineering practice, and shall make such documents available to the Owner and its designated representatives for such period of time. In the event any audit of said documents reflects that the Owner was charged for any sum in excess of the amount due under this Agreement or any Task Release, the Contract Price will be adjusted, or the Engineer shall promptly reimburse the Owner for said excessive charges, or both.

SECTION 14
INDEPENDENT CONTRACTOR

15.1 Independent Contractor. The Engineer shall be an independent contractor to the Owner. The Owner and the Engineer agree that in the performance of the Work under this Agreement or any Task Release, the Engineer shall not perform any act or make any representation that the Engineer is the agent of the Owner without the express and written authority of the Owner.

15.2 No Other Relationship. Nothing contained in this Agreement or any Task Release shall create, or be interpreted to create, any partnership, joint enterprise or joint venture between the Owner and the Engineer.

SECTION 15

GOVERNING LAW

16.1 State of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

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EXHIBIT "A"
to
MASTER AGREEMENT
FOR
ENGINEERING SERVICES

Hourly Rates and Reimbursable Expenses Schedule

Principal/Branch Manager (P.E.)	\$165.00/Hour
Senior Professional Engineer (P.E.)	\$160.00/Hour
Project Manager	\$140.00/Hour
Project Engineer II	\$130.00/Hour
Project Engineer I	\$105.00/Hour
CADD Technician	\$70.00/Hour
Draftsman	\$55.00/Hour
Clerical I	\$55.00/Hour
Clerical II	\$65.00/Hour
Survey Crew	\$200.00/Hour
Subcontract Consultants	Actual Cost X 1.15

Reimbursable Expenses Schedule

Direct project expenses incurred for the project for permitting, printing, shipping, and blueprinting will be billed for reimbursement at our direct costs.

EXHIBIT "B"
to
MASTER AGREEMENT
FOR
ENGINEERING SERVICES

Engineer's Insurance Coverages
(See Section 8 of this Agreement)

Type of Insurance

Coverage Limits

Workers' Compensation
Employer's Liability

(Statutory)
\$1,000,000.00 per occurrence

Comprehensive General Liability
Including Contractual Liability,
Bodily Injury and Property Damage
Owner is named as additional insured

\$1,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

Comprehensive Auto Liability,
Including hired and non owned
Owner is named as additional insured

\$1,000,000.00 per occurrence

Umbrella Liability Insurance
Covering Comprehensive General Liability and
Comprehensive Auto Liability
Owner is named as additional insured

\$5,000,000.00 annual aggregate

Professional Liability insurance

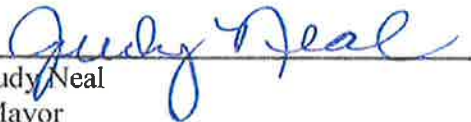
\$1,000,000.00 per claim
\$2,000,000.00 annual aggregate

All insurance shall be maintained in full force for two (2) years after completion of all services under, or the termination of, this Agreement or any Task Release.

END

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of the parties.

CITY OF STOCKBRIDGE
(Owner)



Judy Neal
Mayor

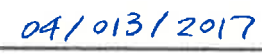


Date

CARTER & SLOOPE, INC.
(Engineer)

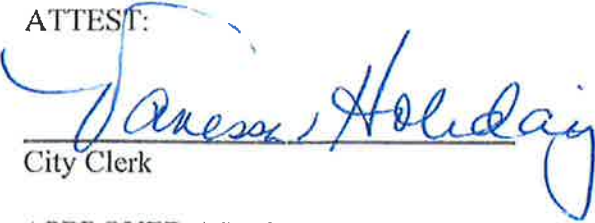


Martin C. Boyd, PE
Senior Engineer



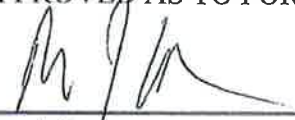
Date

ATTEST:



James Holiday
City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"
to
**MASTER AGREEMENT
FOR
ENGINEERING SERVICES**

Hourly Rates and Reimbursable Expenses Schedule

Revised 04/19/2017

Carter & Sloop, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Principal Professional Engineer	\$ 165/hour
2. Senior Professional Engineer	\$ 140/hour
3. Professional Engineer	\$ 110/hour
4. Staff Engineer	\$ 90/hour
5. Registered Land Surveyor	\$ 100/hour
6. Survey Supervisor	\$ 130/hour
7. 2-Person Survey Team	\$ 170/hour
8. 3-Person Survey Team	\$ 200/hour
9. Office Survey Technician	\$ 70/hour
10. Professional Planner	\$ 160/hour
11. Senior Mapping Technician	\$ 95/hour
12. Design Technician	\$ 70/hour
13. CAD Drafter	\$ 55/hour
14. Information System Professional	\$ 115/hour
15. Computer Programmer	\$ 100/hour
16. Information System Technician	\$ 75/hour
17. Administrative Assistant	\$ 55/hour
18. Administrator	\$ 65/hour

Other Services / Fees	Hourly Billing Rate
1. Administrative Assistant II	\$ 65/hour
2. Director	\$ 170/hour
3. Senior Project Manager	\$ 150/hour
4. Project Manager	\$ 130/hour
5. Project Engineer III	\$ 130/hour
6. Project Manager	\$ 120/hour
7. Wetlands Technician	\$ 130/hour
8. Resident Construction Observer II	\$ 90/hour
9. Resident Construction Observer I	\$ 65/hour

Below are the hourly fee rate tables for our sub-consultants, which will be marked up 1.15 times their hourly rates listed below:

EDEC, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Project Manager	\$ 110/hour
2. Senior Electrical / I&C Engineer (PE)	\$ 100/hour
3. Electrical / I&C Engineer	\$ 90/hour
4. Junior Electrical / I&C Engineer	\$ 80/hour
5. Electrical / I&C Designer	\$ 70/hour
6. Electrical / I&C Drafter	\$ 55/hour

American Consulting, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Principal	\$ 329/hour
2. Senior Engineer	\$ 223/hour
3. Engineer	\$ 139/hour
4. Engineer Intern	\$ 115/hour
5. Planner	\$ 101/hour
6. Landscape Architect	\$ 124/hour
7. Designer	\$ 102/hour
8. Senior Environmental Specialist	\$ 187/hour
9. Environmental Specialist	\$ 147/hour
10. Graphics Designer	\$ 114/hour
11. Administration	\$ 119/hour
12. Student Intern	\$ 48/hour

Reimbursable Expenses Schedule

Direct project expenses incurred for the project for permitting, printing, shipping, and blueprinting will be billed for reimbursement at our direct costs.



ACTION MINUTES **COUNCIL MEETING**

MONDAY, DECEMBER 9, 2019 6:00 P.M.

Mayor & City Council

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

Administration

Randy Knighton, City Manager
Camilla Moore, Community Dev. Dir
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

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

- I. Call to Order – Mayor Ford**
- II. Invocation – Ms. Susan Edwards**
- III. Pledge of Allegiance**
- IV. Roll Call – All members were in attendance except Councilwoman Gantt**
- V. Moment of Silence for recent teenage tragedy**
- VI. Motion to amend the Agenda to remove Item #4: Mr. Knighton stated this action will not delay the construction, and there are no concerns, and plans to bring the item back to the Council soon. Motion to approve Blount/Thomas – Passed 4-0.**
- VII. Adoption of the Minutes for the following meeting:**
 - 1. 10/29/2019 2. 11/7/2019**
Motion to approve Robinson/Blount – Passed 4-0.

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session

Ms. Darlene Jackson expressed her concerns regarding logistics and parking for the Amphitheater, noting increased traffic, driving through neighborhoods, illegal parking, trash, and the need to hire extra police.

Ms. Moore, the City's Community Development Director referenced an internal street that was going to be constructed, additional street widening and noted the current speed bumps in the adjacent neighborhood and invited Ms. Jackson to come in a review the traffic study.

Ms. Jackson noted her skepticism; and asked when the parking on the streets, specifically both sides of the street was going to be addressed by the Council.

Ms. Moore noted the item would be discussed later in the meeting.

Mr. Roger Custin noted he is a City homeowner and business owner; referenced the City-adopted RSVP plan over a year ago that was conducted by professionals with input from hundreds of citizens and asked that the plan be put into place, noting the old fire station is owned by the City, in the heart of the City, is vacant and being used for storage; noted the RSVP called for the building to be "The Station"; and questioned why the decisions of the officials are better than those recommended by citizens and professionals; stated the downtown area remains blighted and asked the City to bring the Station to light and asked the Councilmembers to clarify their position on the RSVP plan.

Mr. Robert Kolpak thanked Councilwoman Robinson for her service; referenced a picture of the proposed Passive Park (Cochran Park) design; asked the City to provide a resolution to have the county repair the park, and then take ownership for the kids to play ball in the spring; noted his support of BarnBeautiful and Small Business Saturday and asked the City to invest in all areas of the City noting the City of Stockbridge does not have the same appeal as downtown Hampton, McDonough or Griffin, and he is on board to help however he can to make the City nice; noted the RSVP is here and the City needs to follow the plan instead of allowing the building to sit vacant.

Mr. Michael Parrish asked where the City was with its assessment of Cochran Park, and questioned why the review was taking so long; wants to know if it is a go to open the park for baseball or a no; noted the park has been closed for (7) seven months and with kids being killed every day, these kids need something to do and be involved; asked the City Council to get past the politics, be real with the citizens and coaches, noting the coaches are committed to giving their time and money; asked the City to give the kids a Christmas present with the park being opened; and wished everyone a Merry Christmas.

Mayor Ford reviewed the following ceremonial items:

- Henry County Schools Proclamation - *Celebrate Learning in Henry County Schools Day*
- Board & Committee member recognition for their service (Diane Miller: Youth Council Advisory Committee, Ola Martin Youth Council Advisory Committee; Lawrence Wilbon Planning Commission and Raoul Clarke Downtown Development Authority)
- Teen Ambassadors End of Year Program – the Teen Ambassadors received Certificates of Service and Appreciation, Medallions for the Inaugural Year, and the Mayor's Award was issued to Chynna Brown for her above and beyond participation. The Ambassadors thanked and awarded Councilwoman Neat Robinson for her leadership and spearheading the program.

- Councilwoman Robinson thanked each one of the Teen Ambassadors for their willingness to learn about government, stating while it's not easy, they can make changes in their community; noted she was honored the youth were able to observe by shadowing her in her councilmember role; thanked the parents for giving her the opportunity to mentor their teens; noted that although she will not be in the chair as a councilperson, she will be around and serving in some capacity; and expressed her love for each and every one of them.
- Councilman Alexander noted this is what community service looks like; stated he knows that Councilwoman Robinson's heart is in the right place and that these young lives will be forever changed; and thanked Councilwoman Robinson for all that she does.
- Mayor Ford also thanked Councilwoman Robinson for her leadership and service to the community; and looks forward to her future endeavors.

PRESENTATIONS

3. Teen Ambassadors National League of Cities Review

Chynna Brown and Chelsey Parker gave an overview of their experiences as members of the Teen Ambassadors program and their attendance at the 2019 National League of Cities Annual Youth Conference, and thanked Councilwoman Robinson for her mentoring and leadership, and thanked the parents and sponsors for their support of the program.

OLD BUSINESS

4. Council Consideration to approve IGA (Intergovernmental Agreement) between the City of Stockbridge and the Public Facilities Authority for the Amphitheater funding.
Presented by Michael Williams City Attorney
Item removed from the Agenda

NEW BUSINESS

5. Council Consideration to approve 2020 Municipal Court Calendar
Presented by Randy Knighton – City Manager
Motion to approve Blount/Alexander Passed 4-0
6. Council Consideration to approve 2020 Facilities Use Schedule
Presented by LaQuinda Jackson – Ex. Asst. to Mayor & Council
Motion to approve w/changes Blount/Thomas Passed 4-0
7. Council Consideration to approve 2020 Holiday Schedule
Presented by Vanessa Holiday – City Clerk
Motion to approve Robinson/Thomas Passed 4-0

8. Council Consideration to approve contract extension with TSW (Tunnell-Spangler-Walsh) for a two-year contract
Presented by Lindell Miller- Purchasing Supervisor and Camilla Moore – Community Development Director
Motion to approve Alexander/Blount Passed 4-0
9. Council Consideration to approve contract extension with Site Engineering.
Presented by Lindell Miller- Purchasing Supervisor and Decius Aaron – Public Works Director
Motion to approve w/Revision from 6 months to 1 year Robinson/Blount Passed 4-0
10. Council Consideration to approve contract extension with Falcon Design for a one-year contract
Presented by Lindell Miller- Purchasing Supervisor and Decius Aaron – Public Works Director
Motion to approve Blount/Thomas Passed 4-0
- Councilwoman Gantt joined the meeting at 7:00 p.m.**
11. Council Consideration to approve contract extension with Carter & Sloope for a two-year contract
Presented by Lindell Miller- Purchasing Supervisor and Decius Aaron – Public Works Director
Motion to approve Blount/Thomas Passed 4-0-1 (Gantt abstained)

PUBLIC HEARING

12. Proposed FY2020 Budget Hearing – Third Reading & Adoption
Presented by Randy Knighton – City Manager
Mr. Knighton noted this is the 3rd Reading and proposed adoption of the FY2020 Operating Budget; there have been no comments from the public; the City's Vision and Mission statement were read; noted the Budget is being proposed at \$11.59 million dollars with the following proposed added staff positions: Administrative Assistant (Events), Procurement Clerk and Planner I; noted the budget has been produced based on realistic projections of revenue and expenditures.

Councilman Alexander asked about an increase in property tax assessment revenues for the City.

Mr. Knighton noted the City of Stockbridge has seen a significant increase in the Tax Digest, noting residential growth and even more notable, commercial growth.

Councilman Alexander asked if there had been specific funding placed in the budget for Beautification projects.

Mr. Knighton referenced the recently approved Landscaping item where roads and corridors were added to the schedule for improvements to the City's aesthetics.

Councilman Alexander referenced District 5 where commercial businesses may need to be considered for annexation; and noted the Holiday Inn on Hwy. 138 has noticed the improvements in the area and thanked the City for their efforts.

Mr. Knighton noted the City needs to be strategic about annexations and welcomes those conversations.

Councilwoman Robinson noted the Hwy. 138 area @ the Walmart deserves more attention and encouraged the City's management team to travel the area going to and from work; noted the gas stations need to bring up their standards; referenced the local churches who participate in the Adopt-A-Road program; and asked the City to impress upon them City's current landscaping service to improve the standards and set the bar high in 2020.

Mr. Knighton noted the Landscaping bid will be going out soon.

Councilman Thomas noted he has had conversations with the City Manager regarding the proposed budget and reserved the right to discuss some items with Council and bring the budget back before the Council in January 2020 to revisit certain areas and to earmark specific line items.

Mayor Pro Tem Blount noted the City is presenting a balanced budget and that he too has met with the City Manager and noted budget amendments can always be made where needed.

Mr. Knighton referenced the additional staff position of the Part-Time Administrative Assistant to replace the Temporary position who assists the Executive Assistant to Mayor & Council. This position is being proposed as a permanent part-time position in the Clerk's Office, noting the Council had been aware of this position, and wanted to make sure the information was entered into the record.

Public Hearing Opened

Mr. Robert Kolpak asked if funds were placed in the FY2020 for Cochran Park should the City take possession.

No Speakers in Favor No Speakers Opposed
The Public Hearing was Closed

Motion to approve Gantt/Blount Passed 5-0

DISCUSSION

13. Council Discussion of Towing & Wrecker Services

Presented by Lindell Miller Purchasing Supervisor and
Camilla Moore - Community Development Director

Motion to Table the item to be heard in January 2020 Thomas/Gantt
Passed 5-0.

COMMENTS FROM THE CITY MANAGER

Randy Knighton wished everyone Happy Holidays and Merry Christmas; thanked the thousands of individuals who came out to enjoy the City's Holiday Festival noting it was a great event; thanked the Council for leadership and vision; thanked staff for their continuous efforts; noted several City projects are moving forward and is looking forward to great things for the City.

COMMENTS FROM THE CLERK'S OFFICE

Vanessa Holiday wished Happy Holidays to everyone and to be safe.

COMMENTS FROM THE CITY COUNCIL

Councilman Thomas echoed the sentiments of the City Manager; noted as the year closes out, there is more heavy lifting and work to be done; commended Councilwoman Robinson's service to the City; noted the City has overcome a number of issues, and following the holiday festivities, the Council needs to come back prepared to take on that heavy lifting, noting Cochran Park is one of those issues, and there is no time to relax; commended staff for their support of the Council's vision; thanked citizens for their continued support; commended the Council for taking on a lot of the heavy lifting; asked everyone to enjoy the holidays and to return in 2020, ready to roll up your sleeves and get ready to get some things done as there is more work to do.

Mayor Pro Tem Blount thanked the citizens for attending the meeting; noted everyone here has a vested interest in the City and everyone here wants to see a better Stockbridge and stated the Council is doing their best to make Stockbridge the best that it can be; thanked the baseball coaches and others for their passion for the City; noted this was the best Holiday Festival he has attended during his tenure with a lot of moving parts and great coordination; invited all seniors to attend the upcoming Bingo Bash on Wednesday from 10am – noon at the Ted Strickland Community Center, noting this was the last one of the year; stated he knows that Council truly wants to do what is in the best interest for the City; stated it was beautiful to see the young people here today and commended Councilwoman Robinson for having a great heart for what she does with the youth and commended her service to the City and the youth, including the recent trip to the National League of Cities in San Antonio, TX where although their paths did not cross while there, he commended Councilwoman Robinson for the opportunity given to the teens to attend.

Councilwoman Gantt thanked Councilwoman Robinson for her service; wished everyone Happy Holidays noting the wonderful Holiday Festival; commended the Public Works and Events Team for a great event; stated 'tis the season of giving; noted she is ready to work and get the job done and is looking forward to many more groundbreaking and more things to come; noted her door is always open.

Councilman Alexander thanked everyone for tuning in and attending the meeting, noting he does not take it for granted for those who come out and take up their time to participate in the democratic process; referenced the upcoming Adopt- a-Family event taking place at Red Oak UMC on Walt Stephens Rd. on 12/21 and that this is his favorite event of the entire year; noted he and others are so blessed to be able to share their abundance that the Lord has provided with the underprivileged families in the area and asked those who have abundance and can share, to please contact LaQuinda Jackson, noting the burden to be even heavier this year as Connecting Henry had to cut back on their age group of donations and the Adopt-A-Family has gladly stepped in to help fill the void, and asked for everyone who can to support this effort; noted over 2,000 toys were distributed last year; asked anyone wanting to donate toys and/or time, to please do so and to come out and support this outstanding event; noted a heartfelt loss of the two young people from Eagle's Landing High School, referencing the 2 students who were gunned down and asked the City to wrap their arms around the families of all affected; thanked everyone who supported him during the recent loss of his father, highlighting the effects of diabetes and hypertension, and is trying to educate and give back to the community stating we need to change our habits; and thanked the staff, and referenced the Christmas decorations placed around the City, particularly in the Eagle's Landing area, and is looking forward to adding to the Walt Stephens corridor as well.

Councilwoman Robinson thanked everyone for coming out and wished Happy Holidays to everyone; stated she was overwhelmed earlier as the Teen Ambassadors stood to honor her; noted these are some amazing teens who have represented the City well; noted the Youth Council program started out with (7) seven students thanked the City Attorney, Michael Williams for his assistance in helping to carry out the vision; noted the program participation went from 7 students to 15 students and also established a Youth Council Advisory Committee which is part of the City's Charter for as long as the City chooses to have the committee; referenced the (12) members of the Teen Ambassadors program; noted members of the Youth Council/Teen Ambassadors have attended conferences in Charlotte, NC; Los Angeles, CA; and San Antonio, TX giving them local and national exposure to better serve their communities; noted she is honored to have had the opportunity to touch 34 young people, giving them the opportunity to see how their local government works and would not have been able to do so without the support of local businesses, noting it was not done for political reasons, but was done for the young people, and as you can see, the kids in the program are quite impressive; stated to fellow colleagues, these four years have been a great experience, and she is excited because she knows each of them and their hearts, desires and love they have for the City and looks forward to working with them as a team representing Stockbridge; and noting what has been near and dear to her since 2015 is ensuring

that Cochran remains open; noted that in 2020 she will be speaking from the other side directly, noting the Council has the power to act now as time is of the essence and asked the Council not wait until after the holidays to make a decision stating the City has the power to let the County know their stance before the holidays, and to act on behalf of the kids; referenced the Holiday Giveback this weekend and asked anyone interested in participating to reach out to LaQuinda Jackson for information; stated it has been an honor to work with staff and looks forward to continuing to work together; stated Mayor Ford's leadership has been phenomenal, further noting she has recommended he fill her seats on the GMA Federal and Legislative Policy committees.

COMMENTS FROM THE MAYOR

Mayor Ford noted the Holiday Festival was great; noted next month begins the City's 2020 Centennial celebrations with an event highlighter every month, with the expectations of an outstanding year; wished everyone Happy Holiday, Happy New Year and asked everyone to keep the faith as the City continues to make you proud; God Bless.

Mayor Ford read the following meeting notices and event announcements:

UPCOMING MEETINGS

Meeting will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770-389-7900 for updates and detailed information.

- Main Street Advisory Board, Friday, December 13, 2019 at 9:00 a.m./Levi Meeting Room
- Downtown Development Authority Meeting, Monday, December 16, 2019 at 6:00 p.m./Levi Meeting Room
- Work Session Meeting (2nd Public Hearing FY2020 Budget), Tuesday, December 17, 2019 at 6:00 p.m. at City Hall in the Council Chamber
- Youth Council Meeting, Wednesday, December 18, 2019 at 5:30 p.m. – Levi Meeting Room
- Youth Council Advisory Committee Meeting, Wednesday, December 18, 2019 at 6:30 p.m./Patrick Henry Meeting Room

UPCOMING EVENT(S) & ANNOUNCEMENTS

- Stockbridge Youth Council Holiday Drive Saturday November 30 – Friday, December 13, 2019: Accepting Donations for the Holiday Season for Families in need – Clothing, Toys, Canned/Boxed Food and Hygienic items. Drop off Locations: Stockbridge City Hall, Dutchtown H.S., Eagle's Landing H.S., Stockbridge H.S., Woodland H.S. and Waffle House (Hudson Bridge Rd.) Contact Shana Thornton for more information @ 678-702-7460 for more information.
- Welcoming Stockbridge RoundTable Tuesday, December 10th at 6:30 p.m. at City Hall in the Levi Meeting Room – spearheaded by Councilwoman Gantt. Contact LaQuinda Jackson @ 678-833-3348 for more information.
- Monthly Bingo Bash Wednesday, December 11th from 10:00 a.m. – noon at the Ted Strickland Community Center – spearheaded by Mayor Pro Tem Blount

- Holiday Giveback Toy Drive Friday, December 13th from 7:00 p.m. at the Ted Strickland Community Center – spearheaded by Councilwoman Robinson
- Holiday Giveback Saturday, December 14th from 10:00 a.m. – noon at Floyd Chapel Baptist Church – spearheaded by Councilwoman Robinson
- Adopt a Family Tog Giveaway, Saturday, December 21, 2019 from 10:00 a.m. to noon at Red Oak United Methodist /Church – spearheaded by Councilman Elton Alexander

ONGOING INITIATIVES

- Meet & Greet the Mayor Mondays with Mayor Anthony S. Ford from 10:00 a.m. - noon every fourth Monday of the month (appointment required). Please contact LaQuinda Jackson @ 678-833-3348 for more information and scheduling.
- Don't Trash Stockbridge No Litter Campaign – Ongoing – spearheaded by Councilman Thomas. Contact: LaQuinda Jackson @ 678-833-3348 for more information.
- Monthly Bingo Bash from 10:00 a.m. – noon at the Ted Strickland Community Center spearheaded by Mayor Pro Tem Blount. Visit the City's website or Facebook page for dates and information.
- Quarterly Town Hall – Ongoing – spearheaded by Councilman Alexander. Visit the City's website or Facebook page for dates and information.
- Keep Stockbridge Beautiful – Ongoing – spearheaded by Councilman Alexander. Contact LaQuinda Jackson @ 678-833-3348 for more information.
- Welcoming Stockbridge RoundTable every 2nd Tuesday of each month at 6:30 p.m. at City Hall in the Levi Meeting Room – spearheaded by Councilwoman Gantt. Contact LaQuinda Jackson @ 678-833-3348 for more information.
- Quarterly Homeowners and Neighborhood Association RoundTable – spearheaded by Mayor Pro Tem Blount. Contact LaQuinda Jackson @ 678-833-3348 for more information.
- Teen Ambassadors Meeting December 12th at 5:00 p.m. in the Levi Meeting Room – spearheaded by Councilwoman Robinson. Contact LaQuinda Jackson @ 678-833-3348 for more information.

Motion to convene Executive Session for Personnel, Litigation and Real Estate:
Gantt/Robinson – Passed 5-0.

Motion to Adjourn Executive Session: **Blount/Alexander – Passed 4-0 (Councilman Thomas was not present for the vote)**

Motion to Reconvene the meeting: **Alexander/Blount – Passed 4-0 (Councilman Thomas was not present for the vote)**

Motion to Adjourn: **Robinson/Gantt – Passed 4-0 (Councilman Thomas was not present for the vote)**

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

SCADA SYSTEM IMPROVEMENTS

for the
CITY OF STOCKBRIDGE
C&S Project No.: S9100.015

JANUARY 2018



Carter & Sloope

CONSULTING ENGINEERS

1031 Stonebridge Parkway, Watkinsville, Georgia 30677

Phone: 706-769-4119 FAX: 706-769-4546

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END OF SECTION

INVITATION TO BID

PART 1. GENERAL

1.1 COMPETITIVE COST SEALED BIDS

Sealed bids for installation of the **SCADA System Improvements** will be received until **March 29, 2018 at 12:00 p.m.** at **4640 North Henry Blvd., Stockbridge, GA 30281** at which time and place they will be publicly opened and read aloud. **Any bid received after said time and date will not be considered by the Owner.** No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days except as specifically may be provided in the Instructions to Bidder and /or by State law.

1.2 SCOPE OF WORK

The work to be completed shall consist of furnishing all labor, equipment and materials necessary to complete the electrical improvements shown herein including, but not limited to, installing seven (7) cellular based SCADA panels and accessories at seven (7) existing sewage pump stations and installing seven (7) RTU's in the water distribution system at the existing ground water pumping station, well sites, elevated storage tanks and valve station shown on the plans, reconnecting the SCADA panels, power and controls, modifying the existing chemical pump controller at the ground water pumpstation, modifying pump control panels, mounting antennas, replacing flow transmitters and sensors, replacing pressure transducers, adding circuit breakers in the existing pump control panels, extending cables and conduit as required, installing an 8" butterfly valve and actuator, installing concrete pads, extending the existing Unistrut support, demolition, and other appurtenances necessary to provide a complete installation.

Time allotted for completion of work is **210 consecutive calendar days**. All Work shall be completed in accordance with the plans and specifications. The Work will be awarded in **one (1) Contract**.

1.3 PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Plans, Specifications and Contract Documents are on file at CARTER & SLOOPE, INC. Copies may be obtained from Carter & Sloope, Inc., 1031 Stonebridge Parkway, Watkinsville, Georgia 30677, Phone: 706-769-4119, Fax: 706-769-4546, upon payment of **\$200 for each full-size set or \$100 for PDF set** (non-refundable). A copy of your check is needed in order to ship the documents. You can fax it to the fax number above or email a scanned copy to hcash@cartersloope.com. All plans and documents will be shipped via UPS Ground. If you choose to have them shipped overnight or via another carrier, please submit your Fed Ex Overnight or UPS Express account number.

1.4 CONTRACTOR LICENSE

The Scope of Work as described herein is defined as “electrical contracting” in accordance

with O.C.G.A 43-14-2(6) so the Contractor performing the work must provide proof of a valid license by the State of Georgia as an “Electrical Contractor”. **Therefore, the Contractor submitting a bid must list the license number of the Contractor performing the electrical contracting on the bid form and provide proof of a valid license with the bid.** See Instruction to Bidders for additional bidding requirements.

1.5 BONDS

Bids shall be accompanied by a bid bond or certified cashier’s check in an amount not less than 10% of the base bid. All bonds shall be by a surety company licensed in Georgia with an “A” minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of “Best’s Key Rating Guide Property Liability”. Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a “Power of Attorney” authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

1.6 PERMITS

All anticipated Federal, State and local permits have been obtained or will be obtained by the Owner prior to issuing the Notice to Proceed, unless noted otherwise. The status of each permit is as follows:

<u>PERMITS/AGENCIES</u>	<u>STATUS</u>
A. Building/Electrical Permit	To be obtained by the Contractor

1.7 EASEMENTS & RIGHTS-OF-WAY

All easements and rights-of-way for permanent installations have been obtained or will be obtained by the Owner prior to issuing the Notice to Proceed.

1.8 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

All qualifying Contractors and Subcontractors performing work with the **City of Stockbridge** must register and participate in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder’s Affidavit of Compliance with O.C.G.A. §13-10-91 be completed and submitted with the Bid.

1.9 RESERVATION OF RIGHTS

Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the

Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

1.10 FUNDING SOURCES

Funding is to be provided by local funds.

CITY OF STOCKBRIDGE
OWNER

END OF SECTION

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. *For this project, Carter & Sloope, Inc., 1031 Stonebridge Parkway, Watkinsville, GA 30677 is the Issuing Office.*
 - B. *Bidder* – *One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.*
 - C. *Successful Bidder* – *The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.*
 - D. *Bid* – *A Complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.*
 - E. *Addenda* – *Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise and to, or delete information in the original bidding documents or in previous addenda.*

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the **non-refundable** deposit sum, ~~if any,~~ stated in the Advertisement or Invitation to Bid, may be obtained from the Issuing Office *by bona fide Bidders.* ~~The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.~~
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use. *All such documents are copyrighted by and remain the property of the Engineer.*

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, *each Bidder must prepare the be prepared to submit within of Owner’s request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be call for below* Qualifications of Bidders Documents (Section 00470) and submit the document to the Issuing Office no later than the time and date listed in the Invitation to Bid.

- 3.02 *Each Bid must contain evidence of Contractor's authority to conduct business in the state where the Work is to be performed. State Contractor license number, if applicable, must also be shown on the Bid Form.*

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site *that Engineer has used is preparing the Bidding Documents.*
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at *or contiguous to* the Site (except Underground Facilities) *that Engineer has used in preparing the Bidding Documents.*

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Part ~~4.02~~ 6 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify those reports and drawings ~~known to Owner~~ relating to a Hazardous Environmental Condition identified at the Site, *if any, that Engineer has used in preparing the Bidding Documents.*
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Part ~~4.06~~ 6 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders

with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to [Article 7 Part 2](#) of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in [Paragraph 4.02 Part 6](#) of the Supplementary Conditions ~~as containing reliable “technical data,”~~ and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in [Paragraph 4.02 Part 6](#) of the Supplementary Conditions ~~as containing reliable “technical data”~~;
 - E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including

applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.09 *Rights-of-Way and Easements: Several temporary and/or permanent rights-of-way or easements are required for this project and shown on the Drawings where needed.*

ARTICLE 5 – PRE-BID CONFERENCE

5.01 *A Pre-bid Conference will not be held for this project.*

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions. *The Surety Company must be licensed in the State of Georgia with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Ratings Guide Property Liability."*
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 ~~If the Supplementary Conditions require the identity of certain~~ Subcontractors, Suppliers, individuals, or entities ~~to and resumes of the project manager and project superintendent shall be submitted by the apparent Successful Bidder and any other Bidder so requested, within five (5) days after the Bid Opening. to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.~~ Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity ~~if requested by Owner.~~ If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum and any column of figures and the correct sum thereof will be resolved in the favor of the correct sum.

14.03 Allowances

- A. *For cash allowances, the Total Base Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.*

14.04 *Completion Time Comparisons* – NOT USED

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one ~~separate unbound~~ copy of the Bid Form, and, ~~if required~~, the Bid Bond Form. The ~~unbound copy of the~~ Bid Form is to be completed and submitted with the Bid security and the ~~following~~ documents *listed in Article 7 of the Bid Form (00400).*
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed an opaque sealed envelop plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “**BID ENCLOSED –SCADA System Improvements.**” A mailed Bid shall be addressed to 4640 North Henry Blvd., Stockbridge, GA 30281.
- 15.03 *Bids may be submitted only by entities listed on the Bid Registry of the Engineer as having obtained bidding documents from the Engineer. The Bidder shall submit one (1) original plus five (5) copies of the bidding documents with their bid.*

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn ~~by~~ *without revealing the amount of the bid by submitting* an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 ~~If~~ *In accordance with O.C.G.A 36-91-52, if within 48 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.*

- A. *Such error in the calculation of the bid can be documented by clear and convincing written evidence;*
- B. *Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn;*
- C. *The bidder serves written notice upon the Owner either prior to the award of the contract or not later than forty-eight (48) hours after the opening of bids, excluding Saturdays, Sundays and legal holidays.*
- D. *The bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or typographical error as opposed to an error in judgment; and*
- E. *The withdrawal of the bid will not result in undue prejudice to the Owner or other bidders by placing them in a materially worse position than they would have occupied if the bid had never been submitted.*

Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. Furthermore, no Bidder who is permitted to withdraw a Bid shall for compensation be allowed to supply any material or labor, or perform any subcontract or other work agreement for, the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.

Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed. ~~for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.~~
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded:
- A. Owner will award the Contract to the Bidder whose Bid is in the best interest of the Project;
 - B. *Owner will provide the Successful Bidder a Notice of Award within sixty (60) days after the Bid Opening;*
 - C. *Contract will be awarded on the lowest qualified Base Bid, including any "Accepted Equal" or "Substitute" Equipment selected by the Owner.*

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days

thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – MODIFICATIONS OF QUANTITIES

- 22.01 *If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the work to bring the costs within the available funds. The Owner also reserves the right to delete whichever items or portions of items he considers to be in the best interest of the Owner.*

ARTICLE 23 – LAWS AND REGULATIONS

- 23.01 *The Contractor shall comply with local, District, County, State and Federal laws applicable to the work.*

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

ARTICLE 24 – CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

- 24.01 *Contractor shall not commence work under this contract until he has obtained all the insurance required by the Supplementary Conditions.*

ARTICLE 25 – TERMINATION OF CONTRACTS

- 25.01 *If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed and a prorating of the work underway, materials stored, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.*

END OF SECTION

BID FORM

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BID FORM**ARTICLE 1 – BID RECIPIENT**

1.01 Project Identification:

SCADA SYSTEM IMPROVEMENTS

Carter & Sloope Project No. : S9100.015

1.02 This Bid is submitted to:

CITY OF STOCKBRIDGE**4640 NORTH HENRY BLVD.****STOCKBRIDGE, GA 30281**

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 **The Bidder must submit one (1) original plus five (5) copies of the Bidding Documents with their Bid.**

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this Bid shall be returned to the undersigned.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.Addendum Date

City of Stockbridge
SCADA System Improvements

C & S Project No. S9100.015

January 2018

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- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in ~~SC-4.02 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions* and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in ~~SC-4.06 as containing reliable "technical data"~~ *Part 6 of the Supplemental Conditions*.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. *Bidder will submit written evidence of its authority to do business in the State where the Project is located no later than the date of its execution of the Agreement.*

ARTICLE 4 – BIDDER’S CERTIFICATION**4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 The Contractor is directed to Section 01025 – Measurement & Payment for methods and limits for payments to the Contractor for the pay items listed below:

ITEM NO. DESCRIPTION

1. Water System Improvements:
Bidder agrees to furnish all labor, equipment and materials necessary to construct the mechanical, electrical and SCADA system improvements to the water system as shown on the Drawings and as specified here, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, restoration, piping, 8” butterfly valve and actuator, flow transmitters and meters, painting, computers, seven (7) RTU’s, programming, modifying pump control panels, modifying a chemical pump controller, power and controls, antennas, concrete pads and other appurtenances necessary to provide a complete and working installation for the lump sum amount of:

Lump Sum in Words

Dollars and Cents

2. Sewerage System Improvements:

Bidder agrees to furnish all labor, equipment and materials necessary to construct the electrical and SCADA system improvements to the sewer system as shown on the Drawings and as specified here, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, restoration, electrical, work necessary to install seven (7) cellular based RTU's and antennas and other appurtenances necessary to provide a complete and working installation for the lump sum amount of:

Lump Sum in Words

Dollars and Cents

3. Allowance (Section 01020)

a. Supplemental Work Allowance

\$ 50,000 Dollars

TOTAL BASE BID, ITEMS 1-3 INCLUSIVE, THE AMOUNT OF:

\$

Dollars & Cents

Price in Words

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days *after* the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 230 calendar days after the date when the Contract Times commence to run.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of 10% of the Total Bid Price;
- B. List of Project References;
- C. List of Proposed Subcontractors (may be submitted within 5 days of Bid Opening);
- D. List of Proposed Suppliers (may be submitted within 5 days of Bid Opening);
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. License No. of Contractor performing the work or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Qualifications of Bidder (*Section 00470*)
- H. Noncollusion Affidavit of prime Bidder (*Section 00481*)
- I. Contractor Affidavit and Agreement (*Section 00483*)
- J. Subcontractor Affidavit and Agreement (*Section 00484*)
- K. Save Affidavit (*Section 00485*)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID COMMUNICATION

9.01 COMMUNICATION CONCERNING THIS BID SHALL BE ADDRESS TO:

MR. MARTIN C. BOYD, P.E.
CARTER & SLOOPE, INC.
1031 STONEBRIDGE PARKWAY
WATKINSVILLE, GEORGIA 30677
PHONE: 706-769-4119

ARTICLE 10 – BID SUBMITTAL

10.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia
is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. *of Contractor performing the work.* _____

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

BID

Bid Due Date:

Description: SCADA System Improvements,

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

City of Stockbridge
SCADA System Improvements

C & S Project No. S9100.015

January 2018

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Legal Name of Bidder. If the corporate name of Bidder has changed within the last 5 years, provide information on the previous name.
2. Permanent main office address. Provide name, address and telephone number of Bidder's corporate office, regional office(s) and subsidiaries, if any.
3. Provide name, title and biographic summary of all corporate officers.
4. If a corporation, provide year of incorporation and where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. General character of work performed by your company.
7. Contracts on hand: (List all other projects currently under contract, the current contract amounts, scheduled completion dates and contact reference names for Owners on these jobs.)
8. The Bidder must demonstrate a history of completing projects consistently on time and within the bid amount. Provide a statement that the applicant has not been involved in liquidated damages in the past five years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, provide an explanation.
9. Has Bidder ever failed to complete any work awarded to you? Provide a statement that the applicant has never failed to complete a project. If this is not the case, explain where and why.
10. The Bidder has a history of not being involved in litigation against Owners or Engineering Firms. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner or Engineering Firm in the past five years. If this is not the case, explain.
11. The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased.
12. Experience in construction work similar in importance to this project.
13. The Bidder has available project management personnel with at least five-years experience on projects with the technical characteristics listed in paragraph 17 below to

SECTION 00470-2
QUALIFICATIONS OF BIDDER

complete the project. Provide **full resumes** for proposed project manager and field superintendent who would supervise and be in charge of the project. Experience can be from previous employment but must be pertinent to technical information in Item 17 (Below). If your firm is the successful bidder, at least both of these key personnel must be actively involved in the day-to-day operations on the proposed project.

14. The Bidder has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount. Provide a statement of bonding capacity, bonding company, insurance agent contact persons, and telephone numbers.
15. The Bidder must have adequate financial capacity to build the project. Provide a statement of credit available and a bank reference including contact information for verification.
16. Will the Bidder, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Stockbridge? Yes _____ No _____
17. The Bidder shall provide Technical Experience including information about two (2) similar projects completed in the United States during the last ten (10) years. The projects must have a scope of work similar to what is proposed herein with this project. Also provide a listing of your last 5 projects over \$500,000 for each reference project listed include the:
 - (a) Name of project as bid; name of Owner; name of engineering firm; name, position or title, address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.
 - (b) A complete description of each project.
 - (c) The bid amount and final cost to Owner, with an explanation of cost overrun, if any, including change orders.
 - (d) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Stockbridge, Georgia in verification of the recitals comprising the Statement of Bidder's Qualifications. Dated at _____ this _____ day of _____, 20____.

(Name of Bidder)

By _____

Title _____

SECTION 00470-3
QUALIFICATIONS OF BIDDER

State of _____

County of _____

_____, being duly sworn deposes and says
that he is _____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

My Commission expires:

_____, 20____

END OF SECTION

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia

County of Henry

_____, being first duly sworn, deposed and says that:

- (1) He is _____ of
(owner, partner, officer, representative, or agent)
_____,
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Stockbridge** (Local Public Agency) or any person interested in the proposed Contract and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SECTION 00481-2
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary Public)

My commission expires _____

_____, 20__

END OF SECTION

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Stockbridge** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **City of Stockbridge**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **City of Stockbridge** at the time the subcontractor(s) is retained to perform such service. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__

NOTARY PUBLIC

My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SECTION 00484-2
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__

NOTARY PUBLIC

My Commission Expires: _____

SAVE AFFIDAVIT

STATE OF GEORGIA
HENRY COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, administered by the Georgia Department of Community Affairs the undersigned applicant verifies one of the following with respect to my ability to enter into a contract with the **City of Stockbridge:**

1) _____ I am a United States citizen.

OR

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

OR

3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__

NOTARY PUBLIC

My Commission Expires: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Stockbridge (“Owner”) and
____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

THE WORK TO BE COMPLETED SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE ELECTRICAL IMPROVEMENTS SHOWN HEREIN INCLUDING, BUT NOT LIMITED TO, INSTALLING SEVEN (7) CELLULAR BASED SCADA PANELS AND ACCESSORIES AT SEVEN (7) EXISTING SEWAGE PUMP STATIONS AND INSTALLING SEVEN (7) RTU'S IN THE WATER DISTRIBUTION SYSTEM AT THE EXISTING GROUND WATER PUMPING STATION, WELL SITES, ELEVATED STORAGE TANKS AND VALVE STATION SHOWN ON THE PLANS, RECONNECTING THE SCADA PANELS, POWER AND CONTROLS, MODIFYING THE EXISTING CHEMICAL PUMP CONTROLLER AT THE GROUND WATER PUMPSTATION, MODIFYING PUMP CONTROL PANELS, MOUNTING ANTENNAS, REPLACING FLOW TRANSMITTERS AND SENSORS, REPLACING PRESSURE TRANSDUCERS, ADDING CIRCUIT BREAKERS IN THE EXISTING PUMP CONTROL PANELS, EXTENDING CABLES AND CONDUIT AS REQUIRED, INSTALLING AN 8" BUTTERFLY VALVE AND ACTUATOR, INSTALLING CONCRETE PADS, EXTENDING THE EXISTING UNISTRUT SUPPORT, DEMOLITION, AND OTHER APPURTENANCES NECESSARY TO PROVIDE A COMPLETE INSTALLATION.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Stockbridge
SCADA System Improvements**

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Carter & Sloope, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **210** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **230** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. *Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.*

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph below:

A. For all Work, a sum of:

Words

Dollars & Cents

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the ~~rate of ___ percent per annum~~ *maximum legal rate*.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in ~~Paragraph SC 4.02~~ Part 6 of the Supplementary Conditions ~~as containing reliable “technical data,”~~ and (2) reports and drawings of Hazardous Environmental Conditions, if any, at ~~or contiguous to~~ the Site that have been identified in ~~Paragraph SC 4.06~~ **Part 6** of the Supplementary Conditions ~~as containing reliable “technical data”.~~
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations,

tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to 8, inclusive).
- 2. Performance bond (pages 1 to 4, inclusive).
- 3. Payment bond (pages 1 to 4, inclusive).
- 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
- 5. General Conditions (pages 1 to 69, inclusive).
- 6. Supplementary Conditions (pages 1 to 13, inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings consisting of 14 sheets with each sheet bearing the following general title:
SCADA System Improvements, City of Stockbridge, Henry County, Georgia,
January 2018.
- 9. Addenda (numbers _____ to _____, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.

- b. Documentation submitted by Contractor prior to Notice of Award.
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the

Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(Where applicable)

END OF SECTION

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): SCADA System Improvements ,
Stockbridge, GA 30281

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner

refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
 - 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

SECTION 00610-4
PERFORMANCE BOND

- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

Carter & Sloope, Inc.
1031 Stonebridge Parkway
Watkinsville, GA 30677
706.769.4119

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): SCADA System Improvements ,
Stockbridge, GA 30281

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
- 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor,

materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner’s Representative (*Engineer or other*):

Carter & Sloope, Inc.
1031 Stonebridge Parkway
Watkinsville, GA 30677
706.769.4119

CERTIFICATE OF CONTRACTOR'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows: I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature of Attorney

Date

NOTICE OF AWARD

To: _____ Date: _____

PROJECT: **SCADA SYSTEM IMPROVEMENTS**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

_____ Dollars (\$ _____)

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this ____ day of _____, 20__.

CITY OF STOCKBRIDGE

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this _____ day of _____, 20__.

By: _____

Title: _____

END OF SECTION

NOTICE TO PROCEED

Date:

Project SCADA System Improvements,

Owner: City of Stockbridge

Owner's Contract No.:

Contract:

Engineer's Project No.: S9100.015

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion and readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Owner

Authorized Signature

Title

Date

Accepted By:

Contractor

Authorized Signature

Title

Date

GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT
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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agency*—The Federal or State agency named as such in the Agreement.
 3. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 7. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 9. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 10. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

11. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
12. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work*—See Paragraph 11.01 for definition.
18. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
37. *Related Entity*—An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements

containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~-six printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, **Agency** and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the

Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations

in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees

that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the *Site that Engineer has used in preparing the Bidding Documents*; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at *or contiguous to* the Site (except Underground Facilities) *that Engineer has used in preparing the Bidding Documents*
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants

and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the

Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a

result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers'

compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or

anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the

actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If

the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

- A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. ~~Ten~~ **Thirty** days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph

14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or

which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06,

from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.

-
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of

competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS
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SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

PART 1. TERMS

- 1.1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

PART 2. SCOPE OF THE WORK

- 2.1 The work to be completed shall consist of furnishing all labor, equipment and materials necessary to complete the electrical improvements shown herein including, but not limited to, installing seven (7) cellular based SCADA panels and accessories at seven (7) existing sewage pump stations and installing seven (7) RTU's in the water distribution system at the existing ground water pumping station, well sites, elevated storage tanks and valve station shown on the plans, reconnecting the SCADA panels, power and controls, modifying the existing chemical pump controller at the ground water pumpstation, modifying pump control panels, mounting antennas, replacing flow transmitters and sensors, replacing pressure transducers, adding circuit breakers in the existing pump control panels, extending cables and conduit as required, installing an 8" butterfly valve and actuator, installing concrete pads,

PART 3. CONSTRUCTION DRAWINGS

- 3.1 The Work shall conform to the following construction drawings:

Sheet No.	Title
-	Title Sheet
1	General Construction Notes
2	Overall Project Map
E-0 – E-18	Electrical

PART 4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 10 days after Notice to Proceed is issued. All work shall be completed within the contract times as defined in Article 4.02 of the Agreement.
- 4.2 If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the

Owner does not exercise his reservations as set forth in Article 13, the Contractor shall continue the work in which event liquidated damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of \$ 500.00 per each day of delay of the work until the work is completed.

PART 5. SUBSTITUTIONS OR "OR EQUAL"

5.1 Substitutes may be offered in lieu of the major equipment manufacturers listed in the Technical Specifications. Submittals on "Or Equal" substitutes must be received by the Engineer within 48 hours after the Bid Opening.

- A. Submittals for each type of equipment proposed shall include illustrative drawings; specifications, descriptive brochures, installation lists, weights, metal thickness of principal components; drive arrangements; torques; power requirements; performance curves; installation requirements; availability of spare parts; local service capability and other items necessary for the Engineers to determine that the intent of these Specifications is to be met.
- B. The price bid for substitute equipment shall not be used in the base bid but shall be bid as a deductible or additive alternate and listed on the forms provided in the Proposal.
- C. Unless otherwise waived by the Owner, a five (5) year warranty shall be required on all substitute equipment/materials/systems in the form of a bond or other equivalent surety. Such warranty/surety shall be in the amount of the Contractor's purchase order, including installation and service for the substitute. Should the substitute fail to perform satisfactorily, either in mechanical integrity or in performance, the Owner can require modification or replacement or if the supplier/manufacturer fails to remedy the defects/performance the Owner may use any or all of the bond/surety to modify or replace the system or portions thereof including modifications to another process.
- D. The Contractor shall be responsible for the substitute supplier/manufacturer's action and performance until satisfactory performance is obtained and thereafter during the one (1) year warranty period as specified in the Contract Documents. After this to cover the remaining period of the two (2) years, the Owner can take action on the system supplier's bond/surety. The bond/surety must be tended prior to approval of the substitute.
- E. The Owner reserves the right to accept or reject any and all substitutes that may be offered.
- F. The contract will be awarded on the basis of the lowest qualified base bid including any substitute selected by the Owner.
- G. The adjustment in price bid for the substitute equipment shall include the cost of all re-design, the cost of structural, mechanical and electrical changes when the

considered item will not fit the design, as determined by the Engineer.

PART 6. REPORTS AND DRAWINGS USED BY THE ENGINEER

6.1 In the preparation of Drawings and Specifications, ENGINEER has relied upon:

- A. The following reports of explorations and tests of subsurface conditions at the site of the Work:

None

- B. The following drawings of physical conditions in or relating to existing surface and sub-surface structures (except Underground Facilities) which are contiguous to the site of the Work:

None

PART 7. INSURANCE

7.1 The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- A. Workers' Compensation, etc. under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- | | |
|---|-----------|
| 1. State: | Statutory |
| 2. Applicable Federal (e.g. Longshoreman's): | Statutory |
| 3. Employer's Liability: | \$200,000 |
| 4. Contractor shall show Owner as additional insured. | |

- B. Comprehensive General Liability (under Paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions):

Combined single limit for Bodily Injury and Property Damage:

\$1,000,000	Each Occurrence
or combined single limit	\$2,000,000

General Aggregate	\$2,000,000
Operations Aggregate	\$2,000,000

Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

Personal Injury, with employment exclusion deleted

\$1,000,000	Annual Aggregate
\$1,000,000	Each Occurrence

Excess / Umbrella Policy

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- C. Comprehensive Automobile Liability (under Paragraph 5.04.A.6 of the General Conditions):

Bodily Injury:

\$1,000,000	Each Person
\$2,000,000	Each Occurrence

Property Damage:

\$100,000	Each Occurrence
or combined single limit of	\$200,000

- 7.2 Builders Risk Insurance (**Installation Coverage**):

100% completed value based on the insurable portion of the project.

- 7.3 Contractual Endorsement:

- A. The Contractual Liability required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:

Bodily Injury:

\$500,000	Each Occurrence
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Property Damage:

\$100,000	Each Occurrence
\$N/A	Annual Aggregate

PART 8. CERTIFICATES OF INSURANCE

- 8.1 Certificates acceptable to the Owner shall be attached to the signed Contract Documents when they are transmitted to the Owner for execution. These certificates shall contain the statement that "Coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail".
- 8.2 In addition to the requirements of Paragraph 5.04 to the General Conditions, the Owner and Engineer shall be listed as Additional Insured on the Contractor's General Liability Policy and Builder's Risk in the same amounts as required by the Contractor.

PART 9. BUILDER'S RISK

- 9.1 The Contractor shall procure and shall maintain during the life of the Contract Agreement, Builder's Risk Insurance to protect the interests of the Owner, Contractor, Sub-Contractors, Engineer and Engineer's consultants against loss by fire, vandalism, malicious mischief, and all hazards included in a standard "All Risk" Coverage endorsement. The amount of the insurance shall be at all times equal or exceed the full amount of the Contract. The policies shall be in the name of the Owner and the Contractor.

PART 10. ACCIDENTS

- 10.1 The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise his superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor he proposes to use in case of an accident.

PART 11. HOLD HARMLESS CLAUSE

- 11.1 The Contractor agrees to hold harmless, indemnify and defend the Owner and his agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any and all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except that the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, his agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure that this clause is in conformity with the insurance provisions of the contract.

PART 12. CONTRACTOR'S STATUS

- 12.1 It is agreed that the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

PART 13. CONTRACTOR'S AFFIDAVIT

- 13.1 Upon completion of the work and prior to final payment and settlement of all sums due

hereunder, Contractor will furnish to Owner, a Contractor's Affidavit in the usual form submitted by Contractor under the laws of the State of Georgia to the effect that all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring that there are not outstanding claims under said contract which could become a lien on the real estate arising out of said contract.

PART 14. RESIDENT PROJECT ENGINEER

- 14.1 The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conformance to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.

PART 15. ACCESS FOR INSPECTION

- 15.1 Access for inspection shall be provided for representatives of the Georgia Department of Natural Resources, Environmental Protection Division and the Georgia Department of Highways and Public Transportation.

PART 16. UTILITIES

- 16.1 Utilities such as sewer, water and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

PART 17. ADJUSTMENT OF DISCREPANCIES

- 17.1 In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started, the matter shall be submitted to the ENGINEER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment; the CONTRACTOR shall bear all of the extra expense involved.

PART 18. MEASUREMENT AND PAYMENT

- 18.1 Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

PART 19. MODIFICATION OF QUANTITIES

- 19.1 The itemized quantities shall be considered by the Contractor as the quantities required to

complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

- 19.2 When itemized quantities are not given in the Proposal, the work shown on the plans or specified shall be considered by the Contractor to be included in his contract for the lump sum price bid.

PART 20. SAFETY AND HEALTH REGULATIONS

- 20.1 The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

PART 21. SANITARY CONVENIENCES

- 21.1 The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

PART 22. UTILITY SERVICES

- 22.1 The CONTRACTOR will arrange for water service and temporary electrical service through the local agencies at his own expense.

PART 23. ENVIRONMENTAL IMPACT

- 23.1 The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

- A. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.
- B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and

regulations pertaining to the burning.

- C. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.
- D. Sedimentation: All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. Soil Erosion and sediment control measures shall include all temporary and permanent means of protection and trapping soils of the construction site during land disturbing activity. Activity covered in this contract is exempt from the Georgia Erosion and Sediment Control Act, and NPDES General Permit for Construction Activity.

PART 24. CONSTRUCTION STAKEOUT

- 24.1 The CONTRACTOR shall be responsible for construction stakeout.
- 24.2 From the dimensions and benchmarks shown on the plans the CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work prescribed in the specifications or on the Drawings, subject to such modifications as may be required to meet changed conditions or as a result of necessary modifications to the Work.
- 24.3 The CONTRACTOR shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor as may be required in laying out any part of the Work from the baselines and benchmarks.
- 24.4 It shall be the responsibility of the CONTRACTOR to maintain and preserve all benchmarks shown on the plans.
- 24.5 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the CONTRACTOR in laying out the work shall be available at all times during the progress of the work for the ready examination by the ENGINEER or his duly authorized representative.
- 24.6 The CONTRACTOR shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made.
- 24.7 The ENGINEER may make checks as the work progresses to verify lines and grades established by the CONTRACTOR and to determine the conformance of the completed work as it progresses with the requirements of Contract Documents and Drawings. Such checking by the ENGINEER or his representative shall not relieve the CONTRACTOR of

his responsibility to perform all work in accordance with the Contract Documents and Drawings and the lines and grades given therein. In the event that location marks as established by the CONTRACTOR are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

- 24.8 No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the CONTRACTOR. All such costs will be considered as incidental to the Work.

PART 25. EQUIPMENT ADJUSTMENT AND CALIBRATION

- 25.1 All mechanical and electrical equipment, including related control systems, shall be subjected to preliminary operation and testing by the CONTRACTOR before the individual facilities and systems are put into operation. Tests shall be made to determine whether the equipment has been properly assembled, aligned, adjusted, wired and connected. Any changes, adjustments, or replacement or equipment which are due to errors or omissions on the part of the CONTRACTOR or which may be otherwise necessary to comply with the requirements of this Contract, shall be done without additional cost to the OWNER. Upon completion of the checking and adjustment, the CONTRACTOR shall demonstrate that each separate piece of equipment in each system of related items of mechanical equipment and the related instrumentation and control equipment operate in accordance with the requirements of the Contract Documents. Where no specific performance requirements are stated, the test shall show that the equipment operates in accordance with normal application practice of the equipment. The demonstration test shall show that the equipment operates smoothly and without excessive noise or vibration, that the equipment is responsive to manual and automatic controls, that control and protective devices are properly set, that the equipment will run continuously when continuous operation is intended, and that the equipment will run on a controlled or intermittent basis when this operation is intended. The demonstration test for each piece of equipment shall include check out from each remote control point. All alarm systems and safety lockout systems shall also be demonstrated for proper function along with all process instrumentation and controls.

- 25.2 The demonstration test shall be arranged by the CONTRACTOR who shall notify the ENGINEER not less than 3 days in advance of the date of the test. The CONTRACTOR shall provide personnel from the various trades involved to operate and demonstrate the equipment.

PART 26. SYSTEM START-UP

- 26.1 The CONTRACTOR shall place the various items of equipment into operation, along with the related piping and metering systems, and shall notify the ENGINEER at least 3 days in advance of the date of start-up.
- 26.2 Schedule for such start-up of the majority of the equipment and pumping systems will occur during the duration of the Contract Time and prior to final completion and acceptance of the overall project. After satisfactory start-up of these individual systems, including all of the

related equipment, they will remain in continuous or intermittent operation as required.

- 26.3 All equipment and accessories shall be adjusted and calibrated prior to any start-up as specified under these Supplementary General Conditions. Any equipment placed into temporary operation prior to final completion of the total project shall be re-adjusted and/or calibrated.
- 26.4 The CONTRACTOR shall supervise, control, and be responsible for the operation and maintenance of the new equipment and/or system during a period of at least 10 days after each individual item is placed into operation. The CONTRACTOR shall furnish an adequate number of competent start-up personnel to provide supervision during these phases, however providing a State Certified Operator is not required. The CONTRACTOR shall remain responsible for making any required changes, repairs or replacements to the new installation during this period.

PART 27. INSTRUCTION OF OWNER'S EMPLOYEES

- 27.1 The CONTRACTOR shall provide competent personnel who fully understand the operation of the equipment to instruct the OWNER's employees in the operation and maintenance of each item and system. Such instruction shall take place prior to acceptance of the installation by the OWNER at such a time or times that are acceptable to the OWNER. The CONTRACTOR shall include the cost of this training in the bid price for this Contract. Training shall be of the on-the-job type, and shall cover all areas of operation and equipment maintenance.
- 27.2 Scheduling of instruction of the OWNER's employees will be mutually agreed upon between the OWNER, CONTRACTOR and the ENGINEER.

PART 28. OPERATION AND MAINTENANCE (O & M) INSTRUCTION MANUALS.

- 28.1 See Section 01730 – Operation and Maintenance Data

PART 29. RECORD DATA AND DRAWINGS

- 29.1 The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures and other related work performed under this project. On a set of project prints provided by the Owner, the Contractor shall prepare a set of “record” drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These “record” drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

- 29.2 The Contractor shall provide the Owner with one set of red-lined prints indicating record drawing information.

PART 30. PROPERTY CORNERS

- 30.1 The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of Georgia.

PART 31. RESTORATION

- 31.1 The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easement progresses along with the pipe laying.
- 31.2 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

PART 32. MAINTENANCE DURING CONSTRUCTION

- 32.1 The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.
- 32.2 Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.
- 32.3 While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accepted and of constructing and maintaining such approaches, crossing, intersections, and other features as may be necessary without direct compensation.

PART 33. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

- 33.1 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be

lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

- 33.2 The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.
- 33.3 As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.
- 33.4 The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the CONTRACTOR.

PART 34. HIGH VOLTAGE ACT

- 34.1 The CONTRACTOR acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of this Contract.

PART 35. SIGNS

- 35.1 No signs are required to be constructed for this project.

PART 36. BUY AMERICAN

- 36.1 By submitting this bid, the Contractor agrees that preference will be given to domestic construction material by the Contractor, sub-contractors, material men and suppliers in the performance of this Contract; however, "Buy American" is not required by the Contract.

END OF SECTION

SECTION 00840
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

PART 1.	GENERAL	2
PART 2.	MATERIALS.....	2
PART 3.	EXECUTION	2

SECTION 00840
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

PART 1. GENERAL

- 1.1 This section of the CONTRACT DOCUMENTS references the various forms and other documents that will become a part of these CONTRACT DOCUMENTS during the course of the WORK.

PART 2. MATERIALS

2.1 FORMS AND DOCUMENTS

- A. Application for Payment
- B. Certificate of Substantial Completion
- C. Work Change Directive
- D. Change Order
- E. Field Order
- F. Contractor's Wage and Hour Payroll Form (WH-347/1-68)
- G. Utility Damage Report

PART 3. EXECUTION

- 3.1 ENGINEER shall provide CONTRACTOR with sufficient copies of the above listed forms and/or documents where applicable for submittal by CONTRACTOR during course of the WORK. (Examples of the listed forms are included in this Section. CONTRACTOR may use these and/or Xerox copies of same for submittal).
- 3.2 ENGINEER shall use these forms for administrative and procedural duties. (Examples of the listed forms are included in this section).

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

This standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Engineer or Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the Law provides), and Contractor elects, the deposit of securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments of Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in paragraphs 2.05A and 2.07A of the General Conditions should be copied in the space indicated on the Application For Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. ENGINEER'S REVIEW

Engineer must review all Applications for Payment with care to avoid recommending any payments not yet earned by Contractor. All accompanying documentation of legal nature, such as lien waivers, should be reviewed by Owner's attorney, and Engineer should so advise Owner.

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		Change Order Summary	
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$
			5. RETAINAGE:
			a. X Work Completed..... \$
			b. X Stored Material..... \$
			c. Total Retainage (Line 5a + Line 5b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 – Line 5c)..... \$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. AMOUNT DUE THIS APPLICATION..... \$
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____	(Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	(Date)
	(Owner)	
Approved by:	_____	(Date)
	Funding Agency (if applicable)	

Contractor's Application

Progress Estimate

For (contract):		Application Number:					
Application Period:		Application Date:					
Item Specification Section No.	A Description	B Scheduled Value	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period			
Totals							

Progress Estimate **Contractor's Application**

For (contract):		Application Number:									
Application Period:		Application Date:									
Bid Item No.	Item Description	A		B	C	D	E	F			
		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)	
		Totals									

Stored Material Summary

[illegible]

STATEMENT* OF SUBSTANTIAL COMPLETION

Project _____

Engineer's Project No. _____

Contractor: _____

Contract For: _____ Contract Date: _____

This Statement* of Substantial Completion applies to all Work under the Contract Documents and executed Change Orders:

To: _____
City of Stockbridge
OWNER

And To: _____
CONTRACTOR

The Work to which this Statement* applies has been observed by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on,

All work under original contract agreement _____
Date of Substantial Completion

Executed by ENGINEER on _____.

ENGINEER

By: Martin C. Boyd, P.E./Carter & Sloope, Inc.

SECTION 00840-9

ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

The CONTRACTOR accepts this Statement* of Substantial Completion on

_____, 20____.

CONTRACTOR

By: _____

The OWNER accepts the Work or designated portion thereof as substantially complete and will
assume full possession thereof on _____, 20_____.

OWNER

By: _____

* A professional engineer's statement of conditions comprises a declaration of his professional judgment. It does not constitute a warranty or guarantee, express or implied, nor does it relieve any party of his responsibility to abide by Contract Documents, applicable codes, standards, regulations, and ordinances.

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

CONTRACT CHANGE ORDER

SECTION 00840-11
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

Contract No.	Order No.	Date:
Project Title:		State:
Owner:		County:

TO: _____
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications.

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Decrease in Contract Price	Increase in Contract Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
TOTALS						
NET CHANGE IN CONTRACT PRICE						

Justification:

Origin Original Contract Amount (Contract Dated _____)	\$
Amount of Change Order No. 1	+ \$
Current Contract Amount	\$

Previous Contract Time	Days _____	Date _____
Change in Contract Time	Days _____	
Current Contract Time	Days _____	Date _____

REQUESTED: _____	(Owner)	(Date)
RECOMMENDED: _____	(Carter & Sloope)	(Date)
ACCEPTED: _____	(Contractor)	(Date)

This document will be used as a record of any changes to the original construction contract.

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:

Receipt Acknowledged by Contractor:

Date:

**CITY OF STOCKBRIDGE
UTILITY DAMAGE REPORT**

JOB/TRABAJO: _____			
DATE/FECHA: _____		TIME/HORA: _____	
LOCATION & STATION OF DAMAGE/DIRECCIÓN Y ESTACION DEL DAÑO: _____			
UTILITY AFFECTED/SERVICIO DAÑADO			
Water/Agua: _____		Sewer/Alcantarilla: _____	
Size & Material/Tamaño y el material: _____ _____ _____			
REPORTED TO OWNER/ REPORTADO A LA PROPIETARIO			
Yes/Si: _____ No: _____		Date/Fecha: _____ Time/Hora: _____	
REPORTED TO ENGINEER/REPORTADO A LO INGENIERO:			
Yes/Si: _____ No: _____		Date/Fecha: _____ Time/Hora: _____	
WAS THE UTILTY MARKED WITHIN TOLERANCE ZONE? ESTABA EL SERVICIO MARCADO DENTRO DE LA ZONA DE TOLERANCIA?			
Yes/Si: _____ No: _____ Please make any notes below/favor haga comentarios en la espacio abajo: _____ _____			
UTILITY REPAIR INFORMATION/ INFORMACION DE RAPARACION			
Date/Fecha: _____		Time/Hora: _____	
Company that completed repair/Compania que hizo la reparacion: _____			
Costs, other than labor: Gastos, distintos de trabajo: _____ _____			
DOWNTIME OR LABOR FOR CONTRACTOR - El tiempo de inactividad o mano de obra para contratista: Circle one and note below: Círculo uno y la nota siguiente			
Position or Title/posición o título:	<u>Man Hours</u>	<u>Equip. Type</u>	<u>Equip. Hours</u>
LABOR FOR CITY (if any):			
Position or Title/posición o título:	<u>Man Hours</u>	<u>Equip. Type</u>	<u>Equip. Hours</u>
Foreman Signature: _____			
Utility Rep. Signature: _____			
Owner's Rep. Signature: _____			

**SECTION 01020
ALLOWANCES
INDEX**

PART 1. GENERAL2

PART 2. PRODUCTS.....2

PART 3. EXECUTION.....2

**SECTION 01020
ALLOWANCES**

PART 1. GENERAL

- A. The Contractor shall include in his lump sum Bid the Allowances stated herein subject to the provisions of paragraph 11.02 of the General Conditions. These allowances shall cover manufactured equipment or services that will be provided to the Contractor by others. The Contractor shall cause the work covered by these Cash Allowances to be provided by such suppliers as the Owner may select. The Contractor's cost for receiving, unloading, handling, coordinating and any other costs that are necessary to complete these items, but not specifically covered in the Allowance shall be included in the Contractor's lump sum bid. The Contractor will not receive any additional compensation for work provided under Allowances. The final amount of any Allowance item listed herein shall be adjusted accordingly and any unused portion will be deducted from the contract price at the completion of the Project by change order to reflect actual cost.

PART 2. PRODUCTS

- A. Supplemental Work (Contingency) Allowance
1. The Contractor shall allow the sum of \$50,000 for Supplemental Work Additions (SWA's) and also known as Contingencies. SWA shall be utilized to incorporate cost changes for any additional authorized work into the Base Bid scope of work up to the amount budgeted above. Contract change orders shall be enforced for contract changes over and above this amount. These SWA's shall authorize the Contractor to perform addition work, but the Contractor shall perform no work until written authorization has been delivered to the Contractor by the Owner. Contractor should not expect that any allowance will be issued; SWA's shall be issued at the discretion of the Owner only. Any unused portion of the Supplemental Work Allowance will be deducted from the contract price at the completion of the project by Change Order.

PART 3. EXECUTION

- A. Supplemental Work Allowance
1. The value of any additional work covered by a SWA shall be determined in one of the following ways as stated in Article 11 of the General Conditions:
 - a. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the item involved (subject to the provisions of General Conditions, paragraph 11.03.

- b. By mutual acceptance of a lump sum by Contractor and the Owner.
- c. On the basis of the cost of the work determined as provided in paragraph 11.01 of the General Conditions plus a Contractor's fee as provided in paragraph 12.01.C and 11.7 of the General Conditions.

END OF SECTION

**SECTION 01025
MEASUREMENT AND PAYMENT
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3.1 DESCRIPTION OF IMPROVEMENTS	4

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. This Section describes the methods by which measurement will be made of the quantities for which payment will be made for the Project. Note that the Contractor will be required to coordinate his work and schedule with GDOT's road contractor. No separate payment will be made for project coordination. All costs associated with project meetings, and project coordination shall be included in the unit prices listed on the Bid Form.
- B. The project is to be bid as **one (1) contract**.
- C. Defect assessment and non-payment for rejected work.

1.2 MEASUREMENT OF WORK

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Work shall be measured by the **Engineer or his representative** with assistance from the Contractor prior to preparation of a payment request by the Contractor.
- C. Unit quantities that are measured in place shall be measured monthly. The Contractor shall give the Engineer a minimum of two days notice for making all required measurements.
- D. Materials that must be measured as delivered shall be measured at the time of delivery by the Engineer or his representative; the Contractor shall provide sufficient advance notice so that such measurements can be made.
- E. Work completed shall be measured for completion against the schedule of values provided by the Contractor in accordance with the General Conditions. Related work necessary for a complete and operational job, such as relocation of mail boxes, abandonment of water mains, landscape restoration, stabilizing power poles, relocation of utilities, graveling / maintaining driveways, field engineering, traffic control, etc., not specifically identified as a pay item shall be included in the unit price bid for which the work pertains. No additional payments will be made for such activities.

1.3 ESTIMATED QUANTITIES

- A. All estimated quantities for unit price items, stipulated in the BID FORM, or other Contract Documents, are approximate and are to be used as a basis for comparing the bids submitted for the Project. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. The Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually furnished and the estimated amounts included in the BID FORM. The Contractor will not be paid for any work which exceeds the quantity set forth in the BID FORM without a change order issued before the work is performed unless specifically ordered in writing by the Engineer. The Contractor will provide assistance to the Engineer to check quantities and elevations when so requested.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight – Concrete reinforcing steel, ductile iron fittings, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- B. Measurement by Volume – Measured by cubic dimension using mean length, width and height or thickness.
- C. Measurement by Area – Measured by square dimension using mean length and width or radius.
- D. Linear Measurement – Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Sum/Price Measurement – Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PROGRESS PAYMENTS

- A. Progress payments shall be based on the quantity of units installed.
- B. All items of Work not specifically listed in the Bid Schedule shall be considered incidental to the construction, and the cost of all such work and material shall be included in the prices bid for various items listed.
- C. All items listed for measurement and payment shall include all machinery, plant, materials and labor, etc., to successfully and satisfactorily complete Work specified.
- D. Payment – The Contractor will receive payment only for the items listed in the Bid Schedule of his contract, and no separate payments will be made for the work under

any section of the Contract Documents except as provided for in the Bid Form. Where measurements are required to be made by the Engineer, for the payment of a pay item, the failure of the Contractor to give the adequate notification or failure of the Contractor to give the engineer assistance for the measurement shall result in the forfeiture of payment for the work or item which was not measured.

- E. Work to be paid for as a “Lump Sum” shall be measured for completion against the “Schedule of Values” provided by the Contractor. The “Schedule of Values” shall be submitted at the Preconstruction conference and shall include quantities and prices of items aggregating the total “Lump Sum” and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction.

PART 2. PRODUCTS

2.1 STORED MATERIALS

- A. Partial payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal and shop drawings for said materials have been approved. . All costs associated with covering and protecting equipment and materials shall be bore by the contractor.

PART 3. EXECUTION

3.1 LUMP SUM ITEMS

3.1 DESCRIPTION OF IMPROVEMENTS

- A. Item 1 – Water System Improvements:

Bidder agrees to furnish all labor, equipment and materials necessary to construct the mechanical, electrical and SCADA system improvements to the water system as shown on the Drawings and as specified here, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, restoration, piping, 8” butterfly valve and actuator, flow transmitters and meters, painting, computers, seven (7) RTU’s, programming, modifying pump control panels, modifying a chemical pump controller, power and controls, antennas, concrete pads and other appurtenances necessary to provide a complete and working installation.

- B. Item 2 – Sewerage System Improvements

Bidder agrees to furnish all labor, equipment and materials necessary to construct the electrical and SCADA system improvements to the sewer system as shown on the Drawings and as specified here, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, restoration, electrical,

work necessary to install seven (7) cellular based RTU's and antennas and other appurtenances necessary to provide a complete and working installation.

C. Item 8 – Allowances

1. Supplemental Work (Contingency) Allowance

- a. The Contractor shall allow the sum as stated in Section 01020 for cash allowance for Supplemental Work Additions (SWA's) and also known as Contingencies. SWA shall be utilized to incorporate cost changes for any additional authorized work into the Base Bid scope of work up to the amount budgeted above. Contract change orders shall be enforced for contract changes over and above this amount. These SWA's shall authorize the Contractor to perform addition work, but the Contractor shall perform no work until written authorization has been delivered to the Contractor by the Owner. Contractor should not expect that any allowance will be issued; SWA's shall be issued at the discretion of the Owner only. Any unused portion of the Supplemental Work Allowance will be deducted from the contract price at the completion of the project by Change Order.
- b. The value of any additional work covered by a SWA shall be determined in one of the following ways as stated in Article 11 of the General Conditions:
 - i. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the item involved (subject to the provisions of General Conditions, paragraph 11.03.
 - ii. By mutual acceptance of a lump sum by Contractor and the Owner.
 - iii. On the basis of the cost of the work determined as provided in paragraph 11.01 of the General Conditions plus a Contractor's fee as provided in paragraph 12.01.C and 11.7 of the General Conditions

END OF SECTION

SECTION 01070
ABBREVIATIONS
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PART 3. EXECUTION (Not Used)..... 4

**SECTION 1070
ABBREVIATIONS**

PART 1. GENERAL

Wherever in these Specifications and Contract Documents the abbreviations, or pronouns in place of them are used, the intent and meaning shall be interpreted as specified herein.

1.1 ABBREVIATIONS

AA	Aluminum Association Incorporated
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturer's association
AGA	American Gas Association
AGMA	American Gear Manufacturer's association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute
ARI	Air-Conditioning and Refrigeration Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASCII	American Standard Code for Information Interchange United States of America Standards Institute
ASE CODE	American Standard Safety Code for Elevators, Dumbwaiters and Escalators American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators
CBM	Certified Ballast Manufacturers
CFR	Code of Federal Regulations
CMAA	Crane Manufacturers Association of America, Inc. (Formerly called: Overhead Electrical Crane Institute [OECI])

SECTION 01070-3
ABBREVIATIONS

CRSI	Concrete Reinforcing Steel Institute
DEMA	Diesel Engine Manufacturer's Association
DHEC	Department of Health and Environmental Control
DHI	Door Hardware Institute
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EJMA	Expansion Joint Manufacturer's Association
EPA	Environmental Protection Agency
EPD	Environmental Protection Division
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch
FEDSTDS	Federal Standards (see FEDSPECS)
FM	Factory Mutual Research
GDOT	State of Georgia Department of Transportation Standard Specifications Construction of Roads and Bridges
GDNR	State of Georgia Department of Natural Resources
HEI	Heat Exchange Institute
HI	Hydraulic Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IES	Illuminating Engineering Society
ISA	Instrument Society of America
JIC	Joint Industrial Council
MILSPEC	Military Specifications
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NEC	National Electric Code National Fire Protection Association
NBS	National Bureau of Standards
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code American National Standards Institute
NFPA	National Forest Products Association (formerly National Lumber Manufacturer's Association)
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational and Health Administration
PCI	Prestressed Concrete Institute
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBC	Standard Building Code Published by SBCCI
SBCCI	Southern Building Code Congress International

SECTION 01070-4
ABBREVIATIONS

SCDOT	South Carolina Department of Transportation
SDI	Steel Door Institute
SFPA	Southern Forest Products Association
SFPC	Standard Fire Prevention Code Published by SBCCI
SGC	Standard Gas Code Published by SBCCI
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SMC	Standard Mechanical Code Published by SBCCI
SPC	Standard plumbing Code Published by SBCCI
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction Building News, Inc.
TEMA	Tubular Exchanger Manufacturer's Association
UBC	Uniform Building Code Published by ICBO
UL	Underwriters Laboratories, Inc.
UMC	Uniform Mechanical Code Published by ICBO
UPC	Uniform Plumbing Code Published by IAPMO
USBR	Bureau of Reclamation U.S. Department of Interior Engineering and Research Center
WEF	Water Environment Federation (formerly Water Pollution Control Federation)

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01200
PROJECT MEETINGS
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PART 3.	EXECUTION (Not Used).....	2

SECTION 01200
PROJECT MEETINGS

PART 1. GENERAL

1.1 LOCATION & PURPOSE

- A. Project meetings will be held on site as often as deemed necessary by the Owner, Engineer or his representative throughout the construction period. Meetings will normally be held monthly. Contractor's representatives shall attend.
- B. The purpose of the meetings will be to discuss schedule, progress, coordination, submittals, and job-related problems.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01300
SUBMITTALS
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**SECTION 01300
SUBMITTALS**

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Pre-Bid Submittal for Equipment and Materials
- B. Submittal Procedures
- C. Construction Progress Schedules
- D. Product Data
- E. Shop Drawings
- F. Samples
- G. Design Data
- H. Test Reports
- I. Certificates
- J. Manufacturer's Instructions
- K. Manufacturer's Field Reports
- L. Erection Drawings

1.2 RELATED SECTIONS

- A. Section 01400 – Quality Control – Manufacturers' field services and reports.
- B. Section 01701 – Contract Closeout – Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 PRE-BID SUBMITTAL FOR EQUIPMENT AND MATERIALS

- A. Equipment model numbers or catalog numbers are listed in the specifications to identify a standard or quality required in this project. Alternate equipment or materials may be utilized by and furnished by the Contractor when such equipment or material has been approved by the Owner. Pre-bid submittals shall be submitted to the Engineer at least fifteen (15) calendar days prior to the bid opening. A list of submittals for substitute equipment will be issued by addendum. Submittals made less than fifteen (15) calendar days prior to the bid opening will not allow adequate time for evaluation, and will not be listed in the addendum.
- B. Listing above of substitute equipment does not constitute approval. Final approval will be made after bids are received if a substitute equipment affects the low bids and if the substitute equipment is determined to be equal to the specifications based on the pre-submittal received 15 days prior to the bid date. Alternate equipment bids shall include the cost of all changes in the structure, mechanical, electrical work, and other appurtenances, including engineering costs from redesign, for the accommodation of such equipment, as determined by the Engineer, at the expense of the Contractor.

-
- C. THE PRE-BID SUBMITTALS SHALL LIST ANY AND ALL DEVIATIONS FROM ITEMS SPECIFIED, AND THE ADVANTAGES TO BE DERIVED IF THE DEVIATION IS APPROVED. IF NO DEVIATIONS ARE NOTED, IT WILL BE ASSUMED THAT NO SUCH DEVIATIONS EXIST, AND THE FINAL SUBMITTALS WILL ALLOW NO DEVIATIONS.

1.4 SUBMITTAL PROCEDURES

- A. Deliver submittals to Engineer in acceptable form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix. Resubmit as specified for initial submittal. Indicate on revised drawings all changes which have been made other than those requested by the Engineer.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents. Submittal without the Contractor's stamp will be returned to Contractor without Engineer's review.
- E. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal. Coordinate submission of related items. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals to concerned. Instruct recipients to promptly report any inability to comply with requirements.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in triplicate within 15 days after date Established in Notice to Proceed.

- B. After reviewed by the Engineer, revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate line for each major portion of work or operation section of work, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.6 PRODUCT DATA

- A. Product Data for Review:
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with Submittal Procedures article above.
- B. Submit the number of copies which the Contractor requires, plus three (3) copies which will be retained by the Engineer.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, distribute in accordance with the Submittal Procedures article above.

1.7 SHOP DRAWINGS

- A. Contractor shall submit the number of copies which the contractor requires, plus three (3) copies of each shop drawing to the Engineer for review. Three (3) copies

will be retained by the Engineer and all remaining copies will be returned to the contractor.

- B. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of shop drawings by Engineer shall not relieve Contractor of his responsibility for the accuracy of the shop drawings for the furnishing of all materials and equipment required by the contract even though such items may not be indicated on the shop drawings reviewed by Engineer.
- C. Shop drawings shall include applicable technical information, drawings, diagrams, performance curves, schedules, templates, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
- D. Do not use Engineer's Drawings for shop or erection purposes.
- E. Each shop drawing copy shall bear a Contractor's stamp showing they have been checked. Shop drawings submitted to the Engineer without the Contractor's stamp may be returned to the Contractor without review.
- F. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer.
- G. Schedule of Submittals – Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated submittal date and the desired approval date for each shop drawing anticipated. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

1.8 SAMPLES

- A. Samples for Review -
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above.
- B. Samples for Information –
 - 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.

- C. Include identification on each sample, with full Product information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Engineer.
- E. Review samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.9 DESIGN DATA

- A. Submit for the Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.10 TEST REPORTS

- A. Submit for the Engineer's knowledge as contract administrator or for the owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.11 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.12 MANUFACTURER'S INSTRUCTION

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

- C. Refer to Section 01400 – Quality Control, Manufacturers’ Field Services article.

1.13 MANUFACTURER’S FIELD REPORTS

- A. Submit reports for the Engineer’s benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 30 days of observation to Engineer for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.14 ERECTION DRAWINGS

- A. Submit drawings for the Engineer’s benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable work may be subject to action by the Engineer or Owner.

1.15 REVIEWED SHOP DRAWINGS

- A. Engineer Review –
 - 1. Acceptable submittals will be marked “Approved.” A minimum of three (3) copies will be retained by the Engineer for Engineer’s and the Owner’s use and the remaining copies will be returned to the Contractor.
 - 2. Submittals requiring minor corrections before the product is acceptable will be marked “Furnish as Corrected.” The Contractor may order, fabricate and ship the items included in the submittals provided the indicated corrections are made.
 - 3. Submittals marked “Revise and Submit” must be revised to reflect required changes and the initial review procedure repeated.
 - 4. The “Rejected” notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
 - 5. Only two copies of items marked “Revise and Submit” and “Rejected” will be reviewed and marked. One copy will be retained by the Engineer and the other copy with all remaining unmarked copies will be returned to the

Contractor for resubmittal.

- B. No work or products shall be installed without a drawing or submittal bearing the “Approved” or “Furnish as Corrected” notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer’s stamp.
- C. Substitutions – In the event the Contractor obtains the Engineer’s approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor’s own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the “Approved” or “Furnish as Corrected” notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer’s review shall not relieve the Contractor of the responsibility of errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

**SECTION 01370
SCHEDULES OF VALUES
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SECTION 01370
SCHEDULE OF VALUES

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within 21 days after the effective date of the Agreement.
- B. Upon request of the Engineer, support the values with data which will substantiate their correctness.
- C. The Schedule of Values, unless objected to by the Engineer, shall be used only as the basis for the Contractor's Applications for Payment.

1.2 RELATED REQUIREMENTS

- A. Conditions of the Contract

1.3 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on an 8-1/2 inch x 11 inch or 8-1/2 inch x 17 inch white paper; Contractor's standard forms and automated printout will be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
 - 1. Title of Project and location
 - 2. Engineer and Project number
 - 3. Name and Address of Contractor
 - 4. Contract designation
 - 5. Date of submission
- B. Schedule shall list the installed value of the component parts of the Work in Sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of major products or operations under the item.
- E. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's

overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the Engineer.
 - b. The total installed value.

F. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.4 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule of unit costs and quantities for:
 1. Products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The unit values for the materials shall be broken down into:
 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 2. Copies of invoices for component material shall be included with the payment request in which the material first appears.
 3. Paid invoices shall be provided with the second payment request in which the material appears or no payment shall be allowed and/or may be deleted from the request.
- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

**SECTION 01400
QUALITY CONTROL
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SECTION 01400
QUALITY CONTROL

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance – control of installation
- B. Tolerances
- C. References and standards
- D. Testing laboratory services
- E. Manufacturer's field services

1.2 RELATED SECTIONS

- A. Section 01300 – Submittals – Submission of manufacturers' instructions and certificates.

1.3 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instruction conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES AND STANDARDS

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, date for receiving bids, date of Owner-Contractor Agreement when there are no Bids, date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES – NOT USED

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified on the Drawing in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of manufacturer's field service technician to Engineer 30 days in advance of required observations. Technician subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01300 – SUBMITTALS, MANUFACTURER'S FIELD

REPORTS article.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

END OF SECTION

SECTION 01510
TEMPORARY UTILITIES
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**SECTION 01510
TEMPORARY UTILITIES**

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain temporary utilities required for construction, remove on completion of work.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.
- C. Comply with City of Cornelia Regulations and Ordinances, and Habersham County Health Department Regulations.

PART 2. PRODUCTS

2.1 GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY

- A. The Owner's permanent electrical distribution system may be used for temporary electrical service with Owner's permission.
- B. The Contractor shall be responsible for the costs of all items necessary for installation, distribution and maintenance of temporary power. The cost of these items shall be factored into the project unit prices. Obtain and pay for all permits and inspections.

2.3 TEMPORARY WATER

- A. Contractor may use the Owner's hose bib at the pump station site for obtaining water, and shall furnish and install all equipment, pipe, valves and accessories as required for use of that water.
- B. Install at each and every connection to the Owner water supply a backflow preventer meeting the requirements of ASSE Standard 1015 and AWWA C510, latest revision. Protect piping and fittings against freezing as applicable to the work site.

- C. The first 10,000 gal. of water per month will be furnished to Contractor at no cost; however, excessive water use over 10,000 gal. per month will be billed to the Contractor at current water rates.
- D. Restore existing and permanent facilities used for temporary purposes to original condition.

2.4 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide temporary sanitary facilities at such places as approved by the Owner and in compliance with applicable laws and regulations.
- B. Contractor shall pay all costs for installation, maintenance, and removal of temporary sanitary facilities. Contractor will not be allowed to use plant facilities.
- C. Provide facilities at time of site mobilization and modify and extend service as work progresses. Toilet facilities shall be enclosed, portable, self-contained units or temporary water closets and urinals, secluded from public view. Clean areas of facilities weekly and maintain in a sanitary condition. Provide toilet paper, paper towels, and soap in suitable dispensers.

PART 3. EXECUTION

3.1 GENERAL

- A. Comply with applicable requirements specified in Division 15 - Mechanical, and in Division 16 - Electrical.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.

3.2 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.

END OF SECTION

**SECTION 01560
ENVIRONMENTAL CONTROLS
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**SECTION 01560
ENVIRONMENTAL CONTROLS**

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Contractor shall furnish all material and labor for the installation and maintenance of the environmental control measurements throughout the project.

1.2 SITE MAINTENANCE

- A. The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

1.3 AIR POLLUTION CONTROL

- A. The Contractor shall not burn or discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority.

1.4 NOISE CONTROL

- A. Between 7:30 PM and 7:00 AM, noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dBA at a distance of 50 feet from the noise source.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01605
SHIPMENT, PROTECTION, AND STORAGE
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SECTION 01605
SHIPMENT, PROTECTION, AND STORAGE

PART 1. GENERAL

- A. Equipment, products and materials shall be shipped, handled, stored, and installed in ways which will prevent damage to the items. Damaged items will not be permitted as part of the work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the Engineer.

PART 2. PRODUCTS

2.1 PIPE & VALVES

- A. Pipe, valves and appurtenances shall be handled, stored, and installed as recommended by the manufacturer. Pipes and valves with paint, tape coatings, linings or the like shall be stored to protect the coating or lining from physical damage or other deterioration. Pipes and valves shipped with interior bracing shall have the bracing removed only when recommended by the pipe manufacturer.

PART 3. EXECUTION

3.1 EQUIPMENT

A. Package and Marking

- 1. All equipment shall be protected against damage from moisture, dust, handling, or other cause during transport from manufacturer's premises to site. Each item or package shall be marked with the number unique to the specification reference covering the item.
- 2. Stiffeners shall be used where necessary to maintain shapes and to give rigidity. Parts of equipment shall be delivered in assembled or subassembled units where possible.

B. Identification

- 1. Each item of equipment and valve shall have permanently affixed to it a label or tag with its equipment or valve number designated in this contract. Marker shall be of stainless steel. Location of label will be easily visible.

C. Shipping

- 1. Bearing housings, vents and other types of openings shall be wrapped or otherwise sealed to prevent contamination by grit and dirt.
- 2. Damage shall be corrected to conform to the requirements of the Contract before the assembly is incorporated into the work. The Contractor shall bear

the costs arising out of dismantling, inspection, repair, and reassembly.

D. Factory Applied Coatings

1. Unless otherwise specified, each item of equipment shall be shipped to the site of the work with the manufacturer's shop applied epoxy prime coating as specified in Section 09900. The prime coating shall be applied over clean dry surfaces in accordance with the coating manufacturer's recommendations. The prime coating will serve as a base for field-applied finish coats. Electrical equipment and materials shall be painted by manufacturer.

E. Storage

1. During the interval between the delivery of equipment to the site and installation, all equipment, unless otherwise specified, shall be stored in an enclosed space affording protection from weather, dust and mechanical damage and providing favorable temperature, humidity and ventilation conditions to ensure against equipment deterioration. Manufacturer's recommendations shall be adhered to in addition to these requirements.
2. Equipment and materials to be located outdoors may be stored outdoors if protected against moisture condensation. Equipment shall be stored at least 6 inches above ground. Temporary power shall be provided to energize space heaters or other heat sources for control of moisture condensation. Space heaters or other heat sources shall be energized without disturbing the sealed enclosure.

F. Protection of Equipment after Installation

1. After installation, all equipment shall be protected from damage from, including but not limited to, dust, abrasive particles, debris and dirt generated by the placement, chipping, sandblasting, cutting, finishing and grinding of new or existing concrete, terrazzo and metal; and from the fumes, particulate matter, and splatter from welding, brazing and painting of new or existing piping and equipment. As a minimum, vacuum cleaning, blowers with filters, protective shieldings, and other dust suppression methods will be required at all times to adequately protect all equipment. During concreting, including finishing, all equipment that may be affected by cement dust must be completely covered. During painting operations, all grease fittings and similar openings shall be covered to prevent the entry of paint. Electrical switchgear, unit substation, and motor load centers shall not be installed until after all concrete work and sandblasting in those areas have been completed and accepted and the ventilation systems installed.

END OF SECTION

SECTION 01701
CONTRACT CLOSEOUT PROCEDURES
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SECTION 01701
CONTRACT CLOSEOUT PROCEDURES

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for final acceptance.

1.2 RELATED REQUIREMENTS

- A. Section 01300 – Submittal
- B. Section 01720 – Project Record Documents
- C. Section 01730 – Operation and Maintenance Data
- D. Section 01740 – Warranties and Bonds

1.3 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the work substantially complete, he shall prepare a punch list of uncompleted items and send to the Engineer for review. At the same time, the Contractor shall request in writing that the Engineer schedules a pre-final inspection.
- B. The Engineer will review the punch list submitted by the Contractor and determine if the project is substantially complete.
- C. If the Engineer determines that the project is not substantially complete, he will notify the Contractor in writing which items need to be finished before the project can be considered substantially complete. The Contractor shall continue working to complete all punch list items and resubmit a revised punch list when he considers the work is substantially complete.
- D. When the Engineer determines that the work is substantially complete, he will schedule a pre-final inspection with the Owner, Contractor and Engineer. A final punch list will be prepared at this time.
- E. After all punch list items have been completed, the Contractor shall send a request in writing to the Engineer to schedule a final inspection. When all punch list items are complete, the Engineer will issue a certificate of substantial completion.

1.4 FINAL COMPLETION

- A. When the Contractor considers that all of the work is complete, he shall submit the

following certificates:

1. All work has been completed and inspected for compliance with the Contract Documents and all deficiencies listed with the certificate of substantial completion have been corrected.
 2. All equipment and systems have been tested, adjusted and are fully operational.
 3. Owner's personnel have been fully instructed in the operation of all equipment (include sign off for each system).
 4. Work is complete and ready for final inspection.
- B. Should Engineer's inspection find work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a request for another final inspection.
- D. When Engineer finds work is complete, he will process final pay request documents.

1.5 REINSPECTION FEES

- A. Should status of completion of work require reinspection by Engineer due to failure of work to comply with Contractor's claims on pre-final or final inspection, the Owner will back charge the Contractor for each extra reinspection required of the Engineer. The Contractor shall reimburse the Owner by certified check prior to final payment of retainage.

1.6 CLOSEOUT SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities –
1. Certificates of Inspection approvals required for plumbing, mechanical and electrical systems as required by local codes if applicable.
 2. Completed "Project Close Out" form as presented at the end of this section.
- B. Project Record Documents – Under provisions of Section 01720.
- C. Operation and Maintenance Data – Under provisions of Section 01730.
- D. Warranties and Bonds – Under provisions of Section 01740.
- E. Keys and Keying Schedule.

- F. Evidence of Payment and Release of Liens – In accordance with Conditions of the Contract.
- G. Consent of Surety to Final Payment – Consent of Surety is to be sent by Surety directly to Carter and Sloope to the attention of the Project Engineer.

1.7 APPLICATION FOR FINAL PAYMENT

- A. Prior to application for final payment, the Contractor shall give the Engineer a list of all additions or deletions not previously approved by change order.
- B. The Engineer will review this list and prepare a final closeout change order for the items that are justified by the terms of the contract or approved by field order.
- C. After approval of the final closeout change order the Contractor may submit his application for final payment.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

PROJECT CLOSE OUT FORM
CHECK-OFF LIST

Document Received**	Number of Copies	Date
Contractor's Warranty	2 Originals	
Statutory Affidavit	2 Originals	
Non-Influence Affidavit	2 Originals	
Daily Observation Reports	2 Copies	
Consent of Surety to Final Payment	2 Copies	
Maintenance Manuals and Equipment Brochures	1 Copy	

**SECTION 01710
FINAL CLEANUP
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**SECTION 01710
FINAL CLEANUP**

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Final cleanup of site.

1.2 DESCRIPTION

- A. Execute clean-up prior to inspection for Substantial Completion of the Work.

1.3 DISPOSAL REQUIREMENTS

- A. Remove and dispose of waste materials, rubbish, debris and trash in compliance with provisions of governing laws, codes, ordinances and regulations.
 - 1. Do not burn or bury rubbish, trash, debris and waste materials on Project site.

PART 2. PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3. EXECUTION

3.1 PERIODIC CLEANING

- A. On a regular and frequent basis during progress of work, perform cleaning necessary to keep Project site and adjacent properties free from unsightly and unsafe accumulation of scrap and waste materials, debris, rubbish and trash resulting from construction operations.
 - 1. Provide sufficient trash bins and containers for collection of scrap and waste material, debris, rubbish and trash.
 - 2. Provide separate, closeable top metal containers for collection of oil and paint soaked rags; empty volatile substance cans and other waste products subject to spontaneous combustion.

3. Designate approved eating areas and provide covered containers conforming to local health codes for collection of waste paper and leftover foodstuffs. Enforce usage of containers by workmen.
- B. Dispose of scrap and waste materials, debris, rubbish and trash by one of the following optional methods:
 1. Provide services of company regularly engaged in refuse disposal operations, including usage of large metal dump-type trash containers.
 2. Use own forces and equipment for loading, hauling and disposal.
- C. Remove accumulations of scrap and waste materials as bins and containers are filled and not less than once per week.
 1. Remove containers containing products subject to spontaneous combustion daily.
 2. Remove containers containing waste paper and leftover foodstuff daily.
 3. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off Project site.
 4. Dispose of no materials in waterways.

3.2 DUST CONTROL – NOT USED

3.3 INSPECTION

- A. Prior to acceptance by Owner of any designated portion of Work, conduct inspection in presence of Owner to verify work is properly clean and ready for acceptance by Owner.

END OF SECTION

SECTION 01720
PROJECT RECORD DOCUMENTS
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**SECTION 01720
PROJECT DOCUMENTS**

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in General Conditions, Maintain at the site for Owner, two record copies of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Approved Change Orders, field orders or other modifications to the Contract
 - 5. Approved shop drawings, product data, and samples
 - 6. Field test records
 - 7. Inspection Certificates
 - 8. Manufacturer's certificates
- B. Store Record Documents and samples in Field Office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples. Records should be stored in a clean dry area with easy access.
- C. Document Files –
 - 1. Contract Drawings shall be maintained in a hanging stickfile.
 - 2. Specifications, addenda and Change Orders shall be filed in a "Banker Box" type file with hanging file folders.
 - 3. Shop drawings shall be filed in "Banker Box" hanging file with a separate file folder for each item. The Contractor shall maintain an index of shop drawings in the first folder. Each folder shall be labeled with the name of the

item and the specifications and/or drawing number.

4. Field tests and inspection certificates shall be maintained in separate file folders.
 5. All labels or indexes shall be typed or printed.
- D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and samples available for inspection by Engineer.

1.3 RECORDING

- A. Record information on clean sets of blue line opaque drawings and contract specifications. Label each sheet of the Project Record Drawings in the lower right corner with the neatly printed words "PROJECT RECORD DRAWINGS."
1. Two (2) sets of Contract Documents and Drawings will remain clean without mark-up for record purposes. Contractor shall use an additional set for marking measurements, on-site changes, items of construction that are actually used, and other conditions as they are encountered during the course of the Work. This marked-up set of Contract Documents and Drawings shall consist of red-lined copies of plans and shop drawings, shall indicate actual field dimensions, shall represent the work as actually constructed, and shall be recorded on a daily basis. Failure to produce these records on request of Engineer or Owner shall constitute grounds to halt construction with no time extension until steps are taken to see that these records are being properly made.
- B. Provide colored pens or pencils for marking each description of work.
1. The Contractor shall provide colored pencils for marking record copies of Contract Drawings and Specifications.
 2. Establish a color code denoting what trade will use what color, and show this on a schedule on the front sheet of the "PROJECT RECORD DOCUMENTS".
- C. Record information concurrently with construction progress. DO NOT CONCEAL ANY WORK UNTIL REQUIRED INFORMATION IS RECORDED.
- D. Contract Drawings and Shop Drawings – Legibly mark each item to record actual construction, including:
1. Measured horizontal and vertical locations of proposed improvements

utilities and appurtenances, referenced to permanent locations. Use stations and offsets or coordinates.

2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 3. Field changes of dimension and detail.
 4. Changes made by Modifications.
 5. Details not on original Contract Drawings.
 6. References to related shop drawings and Modifications.
- E. Prior to final construction observation, Contractor shall furnish to Engineer two (2) neatly marked sets of construction plans which accurately depict the conditions and records all changes made during construction. Engineer shall promptly notify Contractor in writing if additional information is required.
- F. Other Documents – Maintain manufacturer’s certifications, inspection certifications, and field test records, required by individual Specification sections.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

**SECTION 01730
OPERATIONS AND MAINTENANCE DATA
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SECTION 01730
OPERATIONS AND MAINTENANCE DATA

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.2 RELATED SECTIONS

- A. Section 01300 – Submittals.
- B. Section 01400 – Quality Control.
- C. Section 01701 – Contract Closeout Procedures.
- D. Section 01740 – Warranties and Bonds.
- E. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.4 FORMAT

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under work of this contract.
- B. Binders – Commercial quality, 8-1/2 x 11 inch - three D side ring binders with durable plastic/cloth covers; 2" maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover – Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project, identify subject matter of contents.
- D. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

- E. Test – Manufacturer’s printed data, or typewritten data on 24-pound paper.
- F. Drawings – Provide with reinforced punched binder tab. Bind in with test; fold larger drawings to size of text pages.
- G. Arrange content by systems/process flow under section numbers and sequence of Table of Contents of this Project Manual.
- H. Provide three (3) sets of O & M Manuals.
- I. Manuals are to be delivered to the Engineer in complete sets as soon as they are available from the vendors. DO NOT WAIT UNTIL END OF JOB TO DELIVER MANUALS.

1.5 PROJECT CLOSEOUT NOTEBOOK

The Contractor shall provide two (2) project closeout notebooks which shall include the following:

- A. Table of Contents.
- B. Project Description.
 - 1. Project Title.
 - 2. Name, Address and Telephone number of Engineer.
 - 3. Name, Address and Telephone number of Engineer’s subcontractor.
 - 4. Name, Address and Telephone number of General Contractor.
 - 5. Name, Address and Telephone number of all subcontractors.
- C. List the name of each major item of equipment with the name, address and telephone number of each supplier. Make reference to O & M file folder.
- D. List of all shop drawings and name, address and telephone number of each supplier (make reference to file folder).
- E. List all warranties, guarantees and bonds. Include a copy of each. Also, include name, address and telephone number of surety providing Performance Bond.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes – Include product data, with

- catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance – Include manufacturer’s recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products – Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements – As specified in individual product specification Sections.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and Each System – Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Panelboard Circuit Directories – Provide electrical service characteristics, controls and communications.
- C. Include color-coded wiring diagrams as installed.
- D. Operating Procedures – Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements – Include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer’s printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer’s parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor’s coordination drawings, with color-coded piping diagrams as installed.

- L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- M. Additional requirements – As specified in individual product specification Sections.

1.8 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, provide necessary instruction to Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operations and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.9 SUBMITTALS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment, put into service during construction and operated by owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes in final form fifteen (15) days prior to final inspection. Copy will be returned after final inspection, with Engineer's comments. Review content of documents as required prior to final submittal.
- D. Submit four (4) copies of revised volumes of data in final form within ten (10) days after final inspection.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01740
WARRANTIES AND BONDS
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SECTION 01740
WARRANTIES AND BONDS

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal.
- B. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. Section 00700 – General Conditions –Warranties and correction of work.
- B. Section 01701 – Contract Closeout – Contract closeout procedures.
- C. Section 01730 – Operation and Maintenance Data.
- D. Individual Specifications Sections – Warranties required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality, 8-1/2 x 11 inch three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible principal.
- C. Table of Contents – Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified, and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- E. Provide plastic cardholder sleeve and insert business cards from all subcontractors and general contractors' personnel including on-site representative, project manager and owner of company. Insert into manual this "card file" after table of contents.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined. Provide three complete notebooks to the Engineer for distribution. The Owner will receive two copies and the engineer will retain one copy.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
- B. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 09865
SURFACE PREPARATION AND SHOP PRIME PAINTING
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SECTION 09865
SURFACE PREPARATION AND SHOP PRIME PAINTING

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required for the surface preparation and application of shop primers on ferrous metals, excluding stainless steels, as specified herein and as shown on the drawings.

1.2 RELATED WORK

- A. Field painting is included in Section 09900 and 09910.

1.3 SUBMITTALS

- A. Submit to the ENGINEER for review in accordance with Section 01300 complete shop drawings, MANUFACTURER'S specifications and data on the proposed primers and detailed surface preparation, application procedures and dry mil thickness.
- B. Submit to the ENGINEER for review in accordance with Section 01300 representative physical samples of the proposed primers.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Nonprimed Surfaces:
 - 1. Gears, bearings surfaces, and other similar surfaces obviously not to be painted shall be given a heavy shop coat of grease or other suitable rust-resistant coating. This coating shall be maintained as necessary to prevent corrosion during all periods of storage and erection and shall be satisfactory to the ENGINEER up to the time of the final acceptance test.
- B. Compatibility of Coating Systems:
 - 1. Shop priming shall be done with primers that are guaranteed by the MANUFACTURER to be compatible with their corresponding primers and finish coats specified in Section 09900 for use in the field and which are recommended for use together. Tnemec Series 1 or Equal applies at 2.5 to 3.5 mils dry.

PART 3. EXECUTION

3.1 APPLICATION

A. Surface Preparation and Priming:

1. Nonsubmerged components scheduled for priming, as defined above, shall be sandblasted clean in accordance with SSPC-SP-6, "Commercial Grade," immediately prior to priming.
2. Submerged components scheduled for priming shall be sandblasted clean in accordance with SSPC-SP-IO "Near White," immediately prior to Priming.
3. Surfaces shall be dry and free of dust oil, grease dirt, rust, loose mill scale and other foreign material before priming.
4. Shop prime in accordance with approved paint Manufacturer's recommendations.

END OF SECTION

**SECTION 09900
PAINTING
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SECTION 09900
PAINTING**PART 1. GENERAL****1.1 SCOPE OF WORK**

- A. The work of this section consists of furnishing all materials, labor, equipment and incidentals required and performing all the painting necessary to complete this Contract in its entirety.
- B. It is the intent of these Specifications to paint all exposed miscellaneous metal, pipe, fittings, supports, valves, equipment and all other work obviously required to be painted except as otherwise specified. Minor items omitted in the schedule of work shall be included in the work of this Section where they come within the general intent of the specifications as stated herein.
- C. The following surfaces or items are not required to be painted:
 - 1. Portions of metal, other than aluminum, embedded in concrete. This does not apply to the back face of items mounted to concrete or masonry surfaces which shall be painted before erection. Aluminum to be embedded in or in contact with concrete or masonry shall be coated to prevent electrolysis.
 - 2. Stainless steel.
 - 3. Fencing.
 - 4. Tile.
 - 5. Interior and exterior concrete, unless otherwise specified, and heavy duty concrete topping.
 - 6. Finish hardware, except door closers that are not stainless steel.
 - 7. Manhole frames and covers.
 - 8. Fiberglass other than piping.
 - 9. Packing glands and other adjustable parts and nameplates of mechanical equipment.
 - 10. Galvanized conduit.
 - 11. Copper pipe.
 - 12. Galvanized pipe.
 - 13. Aluminum Handrail
 - 14. Interior Exposed or Buried PVC Pipe and Tubing
 - 15. HDPE Pipe

1.2 RELATED WORK

- A. Temporary project sign is included in Division 1.
- B. Waterproofing is included in Division 7.

-
- C. Shop priming and surface preparation by ferrous metals are included in the respective Section with the item to be primed.

1.3 REFERENCES

- A. Steel Structures Painting Council (SSPC):
 - 1. SSFC-SP-1 Surface Preparation Specification - Solvent Cleaning
 - 2. SSPC-SP-2 Surface Preparation Specification - Hand Tool Cleaning
 - 3. SSPC-SP-3 Surface Preparation Specification - Power Tool Cleaning
- B. American Association of State Highway and Transportation Officials (AASHTO).
- C. Occupational Safety and Health Act (OSHA).
 - 1. Standards

1.4 SUBMITTALS

- A. Submit to the Engineer for review in accordance with Section 01300 shop drawings, working drawings, and product data including manufacturer's specifications and data on the proposed paint systems and detailed surface preparation, application procedures and dry film thickness.
- B. Submit to the Engineer for review in accordance with Section 01300 color cards, including standard and special colors, for initial color selections.
- C. Schedule of Painting Operations: Submit to the Engineer for review a complete Schedule of Painting Operations within 90 days after the Notice to Proceed. This Schedule is imperative so that the various fabricators may be notified of the proper Shop prime coat to apply. Properly notify and coordinate the fabricators' surface Preparation and painting operations with these Specifications. This Schedule shall include for each surface to be painted, the brand name, the percent volume of solids, the coverage and the number of coats the Contractor proposes to use in order to achieve the specified dry film thickness, and color charts. When the Schedule has been approved, apply all material in strict accordance with the approved Schedule and the manufacturer's instructions. Wet and dry paint film gauges shall be made available to the Engineer to verify the proper application while work is in progress.

1.5 PRE-PAINTING CONFERENCE

- A. Well in advance of commencement of painting operations, but after major equipment has been delivered, a pre-painting conference shall be held. All parties with an interest in the painting work shall attend including the Contractor, the Manufacturer, the Owner, the Engineer, and the painting subcontractor and his foreman the Contractor shall contact each party and arrange the meeting.

-
- B. The conference shall include an inspection of the areas to be painted by all parties and discussion of the conformance of each area with the specifications. Important issues such as environmental conditions climate control systems, original primer dry film thickness, and monitoring the number of coats that have been field applied shall be discussed and problems shall be resolved.
 - C. A written record of the meeting shall be submitted to the Engineer.

PART 2. PRODUCTS

2.1 MANUFACTURER

- A. All painting materials shall be fully equal to those manufactured by Tnemec Company, Inc., International / Devoe Coatings, or Carboline.
- B. Materials specified are those that have been evaluated for the specific service. Products of Tnemec Company, Inc., are listed to establish a standard of quality. Equivalent materials of other manufacturers may be utilized. Shop Drawings shall include manufacturers literature for each product giving the name, product number, generic type, descriptive information, solids-by-volume, recommended dry film thickness, and certified test reports showing results to equal the performance of the specified products listed herein.

2.2 MATERIALS

- A. All painting materials shall be delivered to the mixing room in unbroken containers, bearing the manufacturer's brand, date of manufacture and name. They shall be used without adulteration and mixed, thinned, and applied in strict accordance with manufacturer's directions for the applicable materials and surface and with the Engineer's approval before using.
- B. Shop priming shall be done with primers that are guaranteed by the finish coat Manufacturer to be compatible with the finish paints to be used.
- C. No paint containing lead will be allowed. Oil shall be pure boiled linseed oil.
- D. Work areas will be designated by the Engineer for storage and mixing of all painting materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for painting wastes, and no plumbing fixture shall be used for this purpose.
- E. All recommendations of the paint manufacturer in regard to the health and safety of workmen shall be followed.

2.3 PAINTING SYSTEMS

All colors will be selected by the Engineer from color charts submitted by the Contractor.

The following surfaces shall have the types of paint scheduled below applied at the dry film thickness (DFT) in mils per coat noted. Some colors will require an additional coat from what is listed to get the proper color coverage.

A. Steel – Structural, Tanks, Pipe and Equipment

1. Exterior Exposed:

- Preparation - SSPC – SP6
- Primer - Series 1, DFT 2.0 to 3.0 mils
- Immediate - Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
- Finish - Series 1075U Endurashield II, DFT 2.0 to 5.0 mils
- Total DFT - 6.0 to 11.0 mils

2. Interior Exposed:

- Preparation - SSPC – SP6
- Primer - Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
- Finish - Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
- Total DFT - 6.0 – 10.0 mils

3. Immersion:

- Preparation - SSPC – SP10
- Primer - Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
- Finish - Series N69 Hi-Build Epoxoline, DFT 4.0 to 6.0 mils
- Total DFT - 7.0 to 11.0 mils

4. Below Grade:

- Preparation - SSPC – SP10
- Finish - Series 46H – 413 Hi-Build Tnemec-Tar, DFT 14.0 to 20.0 mils

B. Factory Primed Steel – Doors, Frames & Miscellaneous Equipment

1. Exterior Exposed:

- Preparation - Clean and Dry
- Primer - Factory Primed
- Immediate - Series 135 Chembuild, DFT 3.0 to 4.0 mils
- Finish - Series 1075U Endura-Shield II, DFT 2.0 to 3.0 mils
- Total DFT - 5.0 to 7.0 mils

2. Interior Exposed:

- Preparation - Clean and Dry
- Primer - Factory Primed
- Intermediate - Series 135 Chembuild, DFT 3.0 to 4.0 mils

Finish	-	Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
Total DFT	-	5.0 to 7.0 mils

C. Galvanized Steel and Non-Ferrous Metal –Miscellaneous Fabrications

1. Exterior Exposed:

Preparation	-	Per Manufacturer's instructions
Primer	-	Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
Finish	-	Series 1075U Endura-Shield, DFT 2.0 to 3.0 mils
Total DFT	-	4.0 to 6.0 mils

2. Interior Exposed:

Preparation	-	Per manufacturer's instructions
Primer	-	Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
Finish	-	Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils
Total DFT	-	4.0 to 6.0 mils

3. Immersion:

Preparation	-	SSPC-SP1 followed by abrasive blast
Primer	-	Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
Finish	-	Series N69 Hi-Build Epoxoline, DFT 4.0 to 6.0 mils
Total DFT	-	7.0 to 11.0 Mils

D. Ductile or Cast Iron - Pipe, Pumps and Valves

1. Exterior Exposed:

Preparation	-	Per manufacturer's instructions
Primer	-	Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
Intermediate	-	Series N69 Hi-Build Epoxoline, DFT 4.0 to 6.0 mils
Finish	-	Series 1075U Endura-Shield, DFT 2.0 to 3.0 mils
Total DFT	-	9.0 to 14.0 mils

4. Below Ground:

Refer to Section 02500 if applicable.

5. Interior Exposed and/or Immersion:

Preparation:	-	Pre manufacturer's instructions
Primer	-	Series N69 Hi-Build Epoxoline, DFT 3.0 to 5.0 mils
Finish	-	Series N69 Hi-Build Epoxoline, DFT 4.0 to 6.0 mils
Total DFT	-	7.0 to 11.0 mils

E. Masonry – CMU

1. Exterior Exposed:

Preparation	-	Clean and Dry
Primer	-	Series 130 Envirofill, DFT 60 – 80 sq ft./gal
Intermediate	-	Series 156 Enviro-Crete, DFT 4.0 to 8.0 mils

- Finish - Series 156 Enviro-Crete, DFT 4.0 to 8.0 mils
- Total DFT - 8.0 to 16.0 mils plus filler

2. Interior Exposed:

- Preparation - Clean and Dry
- Primer - Series 130 Envirofill, DFT 60 – 80 sq ft./gal
- Intermediate - Series N69 Hi-Build Epoxoline, DFT 3.0 to 4.0 mils
- Finish - Series N69 Hi-Build Epoxoline, DFT 3.0 to 4.0 mils
- Total DFT - 6.0 to 8.0 mils plus filler

F. Wood

1. Interior or Exterior Exposed:

- Preparation - Clean and Dry
- Primer - Series 10-99W Tnemec Primer, DFT 2.0 to 3.5 mils
- Finish - Series 1029 Tnemec-Cryl, DFT 2.0 to 3.0 mils
- Total DFT - DFT 4.0 to 6.5 mils

G. PVC – Pipe and Valves

1. Exterior Exposed

- Preparation - Scarify
- Primer - Series N69 Hi-Build Epoxoline, DFT 2.0 to 3.0 mils.
- Finish - Series 1075U Endura-Shield II, DFT 2.0 to 3.0 mils.
- Total DFT - 4.0 to 6.0 mils

H. Secondary Containment Areas

- 1. Preparation - Scarify concrete to a CSP 3-5 minimum standard. Prior to coating, the substrate must be clean, dry and free of all contaminants.
- Primer - Series 201 at 4.0 – 12.0 mils
- Base Coat - Series 239 SC (Resin) at 6.0 – 12.0 mils
- Fiberglass Reinforcement - ¾ oz. chopped strand fiberglass mat
- Saturant Coat - Series 239 SC (Resin) at 6.0 – 12.0 mils
- Topcoat - Series 282 at 4.0 – 8.0 mils
- Total DFT - 65 mils

I. Concrete Floors-

- 1. Preparation - Scarify concrete to a CSP 3-5 minimum standard. Prior to coatings, the substrate must be clean, dry and free of all contaminants.
- Primer - Series 281 at 10.0 – 12.0 mils
- Topcoat - Series 281 at 10.0 – 12.0 mils
- Total DFT - 20 – 24 mils

Any surfaces not specifically named in the Schedule and not specifically excepted shall be prepared, primed and painted in the manner and with materials consistent with these Specifications. The Engineer shall select which of the manufacturer's products, whether the type is indicated herein or not, shall be used for such unnamed surfaces. No extra payment shall be made for this painting.

2.4 COLOR CODING FOR PIPES AND EQUIPMENT

- A. When color coding is specified, it shall consist of color code painting and identification of all exposed conduits, trough items and pipelines for the transport of gases, liquid and semi-liquids including all accessories such as valves, insulated pipe coverings, fittings, junction boxes, bus bars, connectors and all operating accessories which are integral to be whole functional mechanical pipe and electrical conduit system. Colors shall be as noted in the Paint and Color Coding Schedules attached at the end of this Section.
- B. All hangers and pipe support floor stands shall be painted the same color and with the same paint as the pipe it supports. The system shall be painted up to but not including the flanges attached to the mechanical equipment nor the flexible conduit connected to electrical motors. When more than one pipe system is supported on the same bracket, the bracket shall be painted the same color as the adjacent wall or ceiling. Colors shall be as noted in the Paint and Color Coding Schedule.
- C. All systems which are an integral part of the equipment, that is originating from the equipment and returning to the same piece of equipment, shall be painted between and up to but not including, the fixed flanges or connections on the equipment.
- D. The color code establishes, defines and assigns a definite color for each category of pipe. Pipelines which are not listed on the Schedule of Color Code Paints shall be assigned a color by the Engineer and shall be treated as an integral part of the Contract.
- E. Banding for pipes shall be as specified in the Paint and Color Coding Schedule. Bands shall be 2 inches wide and spaced at 2 feet on center.
- F. Color Schedule

Item	Color
Raw Water	110GN Clover
Settled or Clarified Water	10GN Aqua Sky
Finished or Potable Water	11SF Safety Blue
Alum/Primary Coagulant	04SF Safety Orange
Ammonia	11WH White
Carbon Slurry	35GR Black
Caustic	02SF Safety Yellow with 09SF Safety Green band
Chlorine Gas	02SF Safety Yellow

Fluoride	25BLFountainbleu with 06SF Safety Red Band
Lime Slurry	37GN Irish Spring
Ozone	02SF Safety Yellow with 04SF Safety Orange band
Phosphate Compounds	37GN Irish Spring with 06SF Safety Red band
Polymers or Coagulant Aids	04SF Safety Orange with 09SF Safety Green band
Potassium Permanganate	14SF Purple Rain/Safety
Soda Ash	37GN Irish Spring with 04SF Safety Orange band
Sulfuric Acid	02SF Safety Yellow with 06SF Safety Red band
Sulfur Dioxide	37GN Irish Spring with 02SF Safety Yellow band
Compressed Air	91GN Balsam
Gas	28RD Monterrey Tile
Other Lines	32GR Light Gray
Hoists/Trolleys	02SF Safety Yellow
Fire Protection	06SF Safety Red
Alum Sludge	84BR Weathered Bark
Waste/Drain Lines	68BR Twine
Other Lines	As Selected by Engineer

2.5 LETTERING OF TITLES

- A. Each pipe system shall be labeled with the name of the materials in each pipeline and alongside this an arrow indicating the direction of flow of liquids. Titles shall be as so described in attached schedule. Titles shall not be located more than 20 linear feet apart and shall also appear directly adjacent to each side of any wall the pipeline breaches, adjacent to each side of the valve regulator, flowcheck, strainer cleanout, and all pieces of equipment.
- B. Titles shall identify the contents by complete name. Identification title locations shall be determined by the Engineer but in general they shall be placed where the view is unobstructed and on the two lower quarters of pipe or covering where they are overhead. Title should be clearly visible from operating positions especially those adjacent to control valves.
- C. Titles on equipment shall be applied at eye level on machines where possible or at the upper most broad vertical surface of low equipment. Where more than one piece of the equipment item to be titled exists, the items shall be numbered consecutively as indicated on the mechanical drawings or as directed by the Engineer; for example Pump No. 1, Pump No. 2, etc. Titles shall be composed and justified on the left hand side as follows: Pump No. 1
- D. Application of titles.
 1. The color of the titles shall be black or white as approved, to best contrast with the color of the pipes and equipment and shall be stencil applied.

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2. Stencil text is to be in ALL CAPS worded exactly as shown in the Schedule. Titles are to be printed in a single line.
 3. Letter sizes

Outside Diameter of Pipe or Covering (inches)	Size of Legend Letters (inches)
3/4 to 1-1/4	1/2
1-1/2 to 2	3/4
2-1/2 to 6	1-1/4
8 to 10	2-1/2
More than 10	3-1/2

Equipment titles are to be two inches high.

4. Arrow sizes. Where "a" is equal to 3/4 of outside diameter of pipe or covering, the arrow shaft shall be 2 "a" long by 3/8 "a" wide. The arrow head shall be an equilateral triangle with sides equal to "a." Maximum "a" dimension shall be 6 inches.
5. When using direction arrows, point arrowhead away from pipe markers and in direction of flow. If flow can be in both directions, use a double-headed directional flow.

2.6 METAL TAGS

- A. For pipelines smaller than 3/4-inch in diameter, securely fasten metal tags, 2-1/2-inches x 1/2-inches, of 17 Birmingham Stubs Gage Brass with lettering etched and filled with enamel. Tags shall be approved by the Engineer.

2.7 FABRICATED EQUIPMENT

- A. Unless otherwise indicated all fabricated equipment shall be shop primed and shop or field finished.
- B. All items to be shop primed shall be thoroughly cleaned of all loose material prior to priming. If, in the opinion of the Engineer, any prime coating shall have been improperly applied or if material contrary to these Specifications shall have been used, that coating shall be removed by sandblasting to white metal and reprimed in accordance with the Specifications.
- C. All shop prime coats shall be of the correct materials and applied in accordance with these Specifications. Remove any prime coats not in accordance with these Specifications by sandblasting and apply the specified prime coat at no additional cost to the Owner.

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- D. Shop primed surfaces shall be cleaned thoroughly and damaged or bare spots retouched with the specified primer before the application of successive paint coats in the field.
 - E. Be responsible for and take whatever steps are necessary to properly protect the shop prime and finish coats against damage from weather or any other cause.
 - F. A shop finish coat shall be equal in appearance and protection quality to a field applied finish coat. If, in the opinion of the Engineer, a shop finish coat does not give the appearance and protection quality of other work of similar nature, prepare the surfaces and apply the coat or coats of paint as directed by the Engineer to accomplish the desired appearance and protection quality. Submit to the Engineer substantial evidence that the standard finish is compatible with the specified finish coat.
 - G. Wherever fabricated equipment is required to be sandblasted, protect all motors, drives, bearings, gears, etc., from the entry of grit. Any equipment found to contain grit shall be promptly and thoroughly cleaned.

PART 3. EXECUTION

3.1 PREPARATION OF SURFACES

- A. All surfaces to be painted shall be prepared as specified herein or in Section 09865 and shall be dry and clean before painting. Special care shall be given to thoroughly clean interior concrete and concrete block surfaces of all marks before application of finish.
- B. All metal welds, blisters, etc., shall be ground and sanded smooth in accordance with SSPC-SP-3 or in difficult and otherwise inaccessible areas by hand cleaning in accordance with SSPC-SP-2. All pits and dents shall be filled and all imperfections shall be corrected so as to provide a smooth surface for painting. All rust, loose scale, oil, grease and dirt shall be removed by use of approved solvents, wire brushing or sanding.
- C. Concrete surfaces shall have been finished as specified in Division 3. Report unsatisfactory surfaces to the Engineer. Concrete shall be free of dust, oil, curing compounds, and other foreign matter.
- D. Concrete black surface shall be smooth and cleaned of all dust, efflorescence, chalk, loose mortar, dirt, grease, oil, tar and other foreign matter.
- E. All plastic pipe surfaces shall be lightly sanded before painting.
- F. Wood Surfaces shall be dry. Sand to obtain a smooth surface. All encrustations shall be removed.

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- G. Exposed Pipe: Bituminous coated pipe shall not be used in exposed locations. Pipe which shall be exposed after project completion shall be primed in accordance with the requirements herein. Any bituminous coated pipe which is inadvertently installed in exposed locations shall be sandblasted clean before priming and painting. After installation all exterior, exposed flanged joints shall have the gap between adjoining flanges sealed with a single component polysulfide sealant to prevent rust stains.
- H. Primed or Previously Painted Surfaces and Nonferrous Surfaces: All coated surfaces shall be cleaned prior to application of successive coats. All nonferrous metals not to be coated shall be cleaned. This cleaning shall be done in accordance with SSPC-SP-1, Solvent Cleaning.
- I. Shop-Finished Surfaces: All shop-coated surfaces shall be protected from damage and corrosion before and after installation by treating damaged areas immediately upon detection. Abraded or corroded spots on shop-coated surfaces shall be "Hand Cleaned" and then touched up with the same materials as the shop coat. All shop coated surfaces which are faded, discolored, or which require more than minor touch-up in the opinion of the Engineer shall receive new surface preparation before being repainted. Cut edges of galvanized sheets and exposed threads and cut ends of galvanized piping, electrical conduit, and metal pipe sleeves, that are not to be finished painted, shall be "Solvent Cleaned" and primed with zinc dust-zinc oxide metal primer.
- J. Galvanized and Zinc-Copper Alloy Surfaces: These surfaces to be painted shall be "Solvent Cleaned" and treated as hereinafter specified. Such surfaces not to be painted shall be "Solvent Cleaned."
- K. Aluminum embedded or in contact with concrete must be painted with one shop coat of zinc chromate followed by one heavy coat of aluminum pigmented asphalt paint.

3.2 WORKMANSHIP

- A. General:
1. Primer and paint used for a particular surface shall, in general, be as scheduled for that type of new surface. Confirm with the paint manufacturer that the paint proposed for a particular repaint condition will be compatible with existing painted surface. Sample repainted areas on the actual site will be required to insure this compatibility. Finished repainted areas shall be covered by the same guarantee specified for remainder of work.
 2. At the request of the Engineer, samples of the finished work prepared in strict accordance with these Specifications shall be furnished and all painting shall be equal in quality to the approved samples. Finished areas shall be adequate for the purpose of determining the quality of workmanship. Experimentation

with color tints shall be furnished to the satisfaction of the Engineer where standard chart colors are not satisfactory.

3. Protection of furniture and other movable objects, equipment, fittings and accessories shall be provided throughout the painting operations. Canopies of lighting fixtures shall be loosened and removed from contact with surface, covered and protected and reset upon completion. Remove all electric plates, surface hardware, etc., before painting, protect and replace when completed. Mask all machinery name plates and all machined parts not receiving a paint finish. Dripped or spattered paint shall be promptly removed. Lay drop cloths in all areas where painting is being done to adequately protect flooring and other work from all damage during the operation and until the finished job is accepted.
4. On metal surfaces apply each coat of paint at the rate specified by the manufacturer to achieve the minimum dry mil thickness required. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. One gallon of paint as originally furnished by the manufacturer shall not cover a greater area when applied by spray gun than when applied unthinned by brush. Deficiencies in film thickness shall be corrected by the application of an additional coat(s). On masonry, application rates will vary according to surface texture, however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or by applying additional coats of paint.
5. Paints shall be mixed in proper containers of adequate capacity. All paints shall be thoroughly stirred before use and shall be kept stirred while using. No unauthorized thinners or other materials shall be added to any paint.
6. Only skill painters shall be used on the work and specialists shall be employed where required.

B. Field Priming:

1. Steel members, metal castings, mechanical and electrical equipment and other metals which are shop primed before delivery at the site will not require a prime coat on the job. All piping and other bare metals to be painted shall receive one coat of primer before exposure to the weather, and this prime coat shall be the first coat as specified in the painting schedule.
2. Equipment which is customarily shipped with a baked-on enamel finish or with a standard factory finish shall normally be field painted unless the prefinished equipment is specifically color selected and unless the finish has not been damaged in transit or during installation. Surfaces that have been

shop painted and have been damaged or where the shop coats or coats of paint have deteriorated, shall be properly cleaned and retouched before any successive painting is done on them in the field. All such field painting shall match as nearly as possible the original finish.

C. Field Painting:

1. All painting at the site shall be designated as Field Painting.
2. All paint shall be at room temperature before applying, and no painting shall be done when the temperature is below 50 degrees F, in dust-laden air, when rain or snow is falling, or until all traces of moisture have completely disappeared from the surface to be painted.
3. Successive coats of paint shall be tinted so as to make each coat easily distinguishable from each other with the final undercoat tinted to the approximate shade of the finished coat.
4. Finish surfaces shall not show brush marks or other irregularities. Undercoats shall be thoroughly and uniformly sanded with No. 00 sandpaper or equal to remove defects and provide a smooth even surface. Top and bottom edges of doors shall be painted and all exterior trim shall be back-primed before installation.
5. Painting shall be continuous and shall be accomplished in an orderly manner so as to facilitate inspection. All exterior concrete and masonry paint shall be performed at one continuous manner structure by structure. Materials subject to weathering shall be prime coated as quickly as possible. Surfaces of exposed members that will be inaccessible after erection shall be cleaned and painted before erection.
6. All materials shall be brush painted unless spray painting is specifically approved by the Engineer. The Contractor shall be responsible for all damage caused by overspray or drifting.
7. All surfaces to be painted as well as the atmosphere in which painting is to be done shall be kept warm and dry by heating and ventilation, if necessary, until each coat of paint has hardened. Any defective paint shall be scraped off and repainted in accordance with the Engineer's directions.
8. Before final acceptance of the work, all damaged surfaces of paint shall be cleaned and repainted as directed by the Engineer.

3.3 CLEANUP

- A. The premises shall at all times be kept free from accumulation of waste material and rubbish caused by employees or work. At the completion of the painting remove all

tools, scaffolding, surplus materials, and all rubbish from and about the buildings and leave work "broom clean" unless more exactly specified.

- B. Upon completion, remove all paint where it has been spilled, splashed or splattered on all surfaces, including floors, fixtures, equipment, furniture, etc., leaving the work ready for inspection.

3.4 ONE YEAR WARRANTY

- A. Owner will set date for one-year inspection of coating systems.
- B. Inspection shall be attended by Owner, Contractor, Engineer and manufacturer's representative.
- C. Repair deficiencies in coating systems as determined by Engineer in accordance with manufacturer's instructions.

END OF SECTION



City of Stockbridge

Agenda Request Form

Meeting Date

November 8th, 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 \$ 759,307.00

FROM ACCOUNT:

American Rescue Plan Act (ARPA) funds

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: INVITATION TO BID (ITB) 2021-0009, BURKE STREET SEWER REHABILITATION - RDJE, INC.

BACKGROUND INFORMATION:

The City of Stockbridge Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, RDJE, Inc., Invitation To Bid (ITB) Number 2021-0009, for the City of Stockbridge Burke Street Sewer Rehabilitation, in the total amount of \$759,307.00.

STAFF RECOMMENDATION:

The City of Stockbridge Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, RDJE, Inc., Invitation To Bid (ITB) Number 2021-0009, for the City of Stockbridge Burke Street Sewer Rehabilitation, in the total amount of \$759,307.00.

The work to be completed shall consist of furnishing all labor, equipment, and material necessary to install approximately 1,650 LF of 8" and 10" DIP/PVC and FPVC Sewer by open-cut, 900 LF cured-in-place lining, 100LF jack and bore, four (4) new manholes and rehabilitation of eleven (11) manholes complete with bypass pumping, roadway replacement, earthwork, grassing, soil erosion and sediment control measures, and appurtenances necessary to provide a complete installation.

The Procurement Division solicited Invitation To Bid (ITB) Number 2021-0009, for the City of Stockbridge Burke Street Sewer Rehabilitation in accordance with the City's Ordinance and the State of Georgia Code.

Invitation To Bid (ITB) Number 2021-0009, opened on October 7th, 2021; three (3) contractors responded to the solicitation; Helix Group, Inc., RDJE, Inc., and Site Engineering, Inc. (Exhibit I).

Section 3.30.100 - Competitive sealed bids, Approval of Bid. All bid awards for amounts greater than fifty thousand dollars (\$50,000.00) (cost or revenue) shall be approved by the City Council.

Fiscal Impact: Funds will be provided from American Rescue Plan Act (ARPA) funds.

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 _____



**PROCUREMENT DIVISION
BID TABULATION BID OPEN DATE OCTOBER 7, 2021**

PROJECT: CITY OF STOCKBRIDGE Burke Street Sewer Rehabilitation - INVITATION TO BID NUMBER 2021-0009				BIDDERS: RDJE, Inc. 679 Highway 29 South, Suite A Newnan, GA 30263		Helix Group, Inc. 1375 Oakley Industrial Blvd Fairburn, GA 30213		Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Item 1 - Rock Excavation & Removal									
a.	30	CY	Rock Removal/Excavation	\$ 75.00	\$ 2,250.00	\$ 75.00	\$ 2,250.00	\$ 75.00	\$ 2,250.00
Item 2 - Soil Erosion and Sediment Control									
a.	480	LF	Sd1-S, Silt Fence - Sensitive	\$ 4.50	\$ 2,160.00	\$ 8.38	\$ 4,022.40	\$ 5.00	\$ 2,400.00
b.	13	EA	Sd2-P - Inlet Sediment Trap, Pigs in Blanket	\$ 280.00	\$ 3,640.00	\$ 254.10	\$ 3,303.30	\$ 400.00	\$ 5,200.00
c.	2	EA	Construction Exit	\$ 2,665.00	\$ 5,330.00	\$ 3,435.11	\$ 6,870.22	\$ 2,000.00	\$ 4,000.00
d.	80	LF	Cd-Fs, Check Dam - Filter Sock	\$ 11.35	\$ 908.00	\$ 25.41	\$ 2,032.80	\$ 20.00	\$ 1,600.00
e.	4	EA	Cd-S, Check Dam - Stone	\$ 506.50	\$ 2,026.00	\$ 517.78	\$ 2,071.12	\$ 500.00	\$ 2,000.00
f.	320	LF	Permanent Grassing	\$ 1.65	\$ 528.00	\$ 2.26	\$ 723.20	\$ 8.00	\$ 2,560.00
Item 3 - Sanitary Sewerage Collection System									
a.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' - 6.1' Cut	\$ 111.00	\$ 11,100.00	\$ 156.00	\$ 15,600.00	\$ 210.00	\$ 21,000.00
b.	135	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 6.1' - 8.0' Cut	\$ 115.00	\$ 15,525.00	\$ 155.93	\$ 21,050.55	\$ 220.00	\$ 29,700.00
c.	130	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 8.1' - 10.0' Cut	\$ 120.00	\$ 15,600.00	\$ 156.15	\$ 20,299.50	\$ 230.00	\$ 29,900.00
d.	145	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 10.1' - 12.0' Cut	\$ 135.00	\$ 19,575.00	\$ 165.86	\$ 24,049.70	\$ 240.00	\$ 34,800.00
e.	105	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 12.1' - 14.0' Cut	\$ 149.00	\$ 15,645.00	\$ 175.01	\$ 18,376.05	\$ 260.00	\$ 27,300.00
f.	80	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 14.1' - 16.0' Cut	\$ 211.00	\$ 16,880.00	\$ 193.98	\$ 15,518.40	\$ 280.00	\$ 22,400.00
g.	55	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 16.1' - 18.0' Cut	\$ 230.00	\$ 12,650.00	\$ 194.21	\$ 10,681.55	\$ 290.00	\$ 15,950.00
h.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 18.1' - 20.0' Cut	\$ 255.00	\$ 25,500.00	\$ 536.67	\$ 53,667.00	\$ 310.00	\$ 31,000.00
i.	370	LF	8" Dia. P401 DIP Sanitary Sewer Construction 0.0' - 6.0' Cut	\$ 179.00	\$ 66,230.00	\$ 199.85	\$ 73,944.50	\$ 250.00	\$ 92,500.00

PROJECT: CITY OF STOCKBRIDGE Burke Street Sewer Rehabilitation C&S PROJECT NO.: S9100.035 - ITB# 2021-0009				BIDDERS: RDJE, Inc. 679 Highway 29 South, Suite A Newnan, GA 30263		Helix Group, Inc. 1375 Oakley Industrial Blvd Fairburn, GA 30213		Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
j.	40	LF	8" Dia. P401 DIP Sanitary Sewer Construction 6.1' - 8.0' Cut	\$ 186.00	\$ 7,440.00	\$ 199.85	\$ 7,994.00	\$ 260.00	\$ 10,400.00
k.	295	LF	8" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' - 6.0' Cut	\$ 89.00	\$ 26,255.00	\$ 140.18	\$ 41,353.10	\$ 200.00	\$ 59,000.00
l.	130	LF	10" SDR 26 FPVC	\$ 200.00	\$ 26,000.00	\$ 161.38	\$ 20,979.40	\$ 250.00	\$ 32,500.00
m.	860	LF	8" Cured-in-Place Pipe	\$ 37.50	\$ 32,250.00	\$ 142.26	\$ 122,343.60	\$ 100.00	\$ 86,000.00
n.	60	LF	8" P401 DIP Force Main	\$ 550.00	\$ 33,000.00	\$ 227.01	\$ 13,620.60	\$ 250.00	\$ 15,000.00
o.	100	LF	Jack & Bore 16" Dia. Steel Casing, 0.250" WT (carrier pipe paid under separate item)	\$ 558.00	\$ 55,800.00	\$ 735.27	\$ 73,527.00	\$ 800.00	\$ 80,000.00
p.	3	EA	Standard 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' - 6.0' depth	\$ 4,100.00	\$ 12,300.00	\$ 10,378.66	\$ 31,135.98	\$ 5,000.00	\$ 15,000.00
q.	2	EA	Doghouse 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' - 6.0' depth	\$ 22,000.00	\$ 44,000.00	\$ 6,233.58	\$ 12,467.16	\$ 6,000.00	\$ 12,000.00
r.	50	VF	Manhole Additional Vertical Feet	\$ 380.00	\$ 19,000.00	\$ 783.10	\$ 39,155.00	\$ 400.00	\$ 20,000.00
s.	185	VF	Manhole Rehabilitation	\$ 481.00	\$ 88,985.00	\$ 799.96	\$ 147,992.60	\$ 600.00	\$ 111,000.00
t.	4	EA	Sewer Spot Repair	\$ 2,300.00	\$ 9,200.00	\$ 11,328.24	\$ 45,312.96	\$ 15,000.00	\$ 60,000.00
u.	7	EA	Cut & Plug Sewer Main	\$ 1,050.00	\$ 7,350.00	\$ 7,891.11	\$ 55,237.77	\$ 1,500.00	\$ 10,500.00
v.	1	EA	Grout Existing Pipe in Structure	\$ 300.00	\$ 300.00	\$ 632.23	\$ 632.23	\$ 5,000.00	\$ 5,000.00
w.	1	EA	Adjust Manhole Invert	\$ 1,150.00	\$ 1,150.00	\$ 674.12	\$ 674.12	\$ 4,000.00	\$ 4,000.00
x.	3	EA	Manhole Frame Grade Adjustment	\$ 1,300.00	\$ 3,900.00	\$ 674.13	\$ 2,022.39	\$ 1,500.00	\$ 4,500.00
y.	1	EA	Abandon Manhole	\$ 3,200.00	\$ 3,200.00	\$ 5,222.98	\$ 5,222.98	\$ 1,200.00	\$ 1,200.00
z.	3	CY	Flowable Fill	\$ 1,200.00	\$ 3,600.00	\$ 1,841.16	\$ 5,523.48	\$ 4,000.00	\$ 12,000.00
aa.	1	LS	Aerial Sewer Creek Crossing	\$ 20,250.00	\$ 20,250.00	\$ 33,864.57	\$ 33,864.57	\$ 25,000.00	\$ 25,000.00
bb.	1	LS	Demolish Aerial Sewer	\$ 2,500.00	\$ 2,500.00	\$ 4,663.57	\$ 4,663.57	\$ 10,000.00	\$ 10,000.00
cc.	40	LF	8" Polyethylene Wrap	\$ 30.00	\$ 1,200.00	\$ 18.17	\$ 726.80	\$ 70.00	\$ 2,800.00 *
Item 4 - Paving									
a.	1275	LF	Asphalt Road Repiar/Replacement	\$ 92.50	\$ 117,937.50	\$ 23.53	\$ 30,000.75	\$ 140.00	\$ 178,500.00
b.	85	LF	24" Curb & Gutter	\$ 30.50	\$ 2,592.50	\$ 40.88	\$ 3,474.80	\$ 100.00	\$ 8,500.00
c.	50	SY	Concrete Sidewalk	\$ 111.00	\$ 5,550.00	\$ 77.62	\$ 3,881.00	\$ 100.00	\$ 5,000.00
Item 5 - Allowances									
a.	1	EA	Testing Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

PROJECT: CITY OF STOCKBRIDGE Burke Street Sewer Rehabilitation C&S PROJECT NO.: S9100.035 - ITB# 2021-0009				BIDDERS: RDJE, Inc. 679 Highway 29 South, Suite A Newnan, GA 30263		Helix Group, Inc. 1375 Oakley Industrial Blvd Fairburn, GA 30213		Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
b.	1	EA	Supplemental Work Allowance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Total Contract for Items 1-5 the amount of:				\$ 759,307.00		\$ 996,266.15		\$ 1,112,460.00 **	

* Discrepancies between the multiplicaiton of units of Work and unit prices. Resolved in accordance with Instructions to Bidders Article 14.02

** Discrepancies with addition of total prices. Resolved in accordance with Instructions to Bidders Article 14.02

Site Engineering, Inc. Base Bid changed from \$1,110,460.00 to \$1,112,460.00

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on October 7, 2021.



**CITY OF STOCKBRIDGE
PROCUREMENT DIVISION**

**BURKE STREET SEWER
REHABILITATION**

INVITATION TO BID (ITB) NO: 2021- 0009

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): RDJE Inc.
679 Highway 29 South, Suite A, Newnan, GA 30263

SURETY (Name and Address of Principal Place of Business): Western Surety Company
151 N. Franklin St., 17th Floor, Chicago, IL 60606

OWNER (Name and Address):
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

BID

Bid Due Date:
Description: Burke Street Sewer Rehabilitation

BOND

Bond Number: N/A

Date (Not earlier than Bid due date):

Penal sum Ten (10%) Percent of Amount Bid

(Words)

\$ 75,930.70

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

RDJE Inc.

Bidder's Name and Corporate Seal

By:

Signature

David Warda

Print Name

Vice President

Title

Attest:

Signature

Evan Bryant

Title

SURETY

Western Surety Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Daniel Yates

Print Name

Attorney In Fact

Title

Attest:

Signature

Tina Marsh

Title



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

City of Stockbridge
Burke Street Sewer Rehabilitation

C & S No.: S9100.035

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

P D Yates III, Alan R Yates, Michael L Angel, Michael S Brickner, Robert N Reynolds, Daniel Yates, Tina Marsh, Betsy J Holmes, Brian K Hughes, Dana D Rutledge, Gary Spuller, Sandra Lawrence, Kevin M Neidert, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

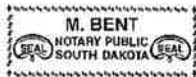
State of South Dakota }
County of Minnehaha }

ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of October, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligor or Obligor's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn

Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF STOCKBRIDGE
MR. BRAD HOLTSINGER
4640 NORTH HENRY BLVD.
STOCKBRIDGE, GA 30281

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>no date listed</u>
<u>2</u>	<u></u>
<u>3</u>	<u></u>
<u>4</u>	<u></u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have

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been identified in ~~SC 4.02 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions* and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in ~~SC 4.06 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions*.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. *Bidder will submit written evidence of its authority to do business in the State where the Project is located no later than the date of its execution of the Agreement.*

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for

the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 The Contractor is directed to Section 01025 – Measurement & Payment for methods and limits for payments to the Contractor for the pay items listed below:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price Proposed</u>	<u>Total for Item</u>
1.			ROCK EXCAVATION & REMOVAL		
a.	30	CY	Rock Excavation/Removal	\$75.00	\$2,250.00
2.			SOIL EROSION AND SEDIMENT CONTROL		
a.	480	LF	Sd1-S, Silt Fence – Sensitive	\$4.50	\$2,160.00
			Sd2-P – Inlet Sediment Trap, Pigs in		
b.	13	EA	Blanket	\$280.00	\$3,640.00
c.	2	EA	Construction Exit	\$2,665.00	\$5,330.00
d.	80	LF	Cd-Fs, Check Dam - Filter Sock	\$11.35	\$908.00
e.	4	EA	Cd-S, Check Dam - Stone	\$506.50	\$2,026.00
f.	320	LF	Permanent Grassing	\$1.65	\$528.00
3.			SANITARY SEWERAGE COLLECTION SYSTEM		
a.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' – 6.1' Cut	\$111.00	\$11,100.00
b.	135	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 6.1' – 8.0' Cut	\$115.00	\$15,525.00
c.	130	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 8.1' – 10.0' Cut	\$120.00	\$15,600.00

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d.	145	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 10.1' – 12.0' Cut	<u>\$135.00</u>	<u>\$19,575.00</u>
e.	105	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 12.1' – 14.0' Cut	<u>\$149.00</u>	<u>\$15,645.00</u>
f.	80	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 14.1' – 16.0' Cut	<u>\$211.00</u>	<u>\$16,880.00</u>
g.	55	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 16.1' – 18.0' Cut	<u>\$230.00</u>	<u>\$12,650.00</u>
h.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 18.1' – 20.0' Cut	<u>\$255.00</u>	<u>\$25,500.00</u>
i.	370	LF	8" Dia. P401 DIP Sanitary Sewer Construction 0.0' – 6.0' Cut	<u>\$179.00</u>	<u>\$66,230.00</u>
j.	40	LF	8" Dia. P401 DIP Sanitary Sewer Construction 6.1' – 8.0' Cut	<u>\$186.00</u>	<u>\$7,440.00</u>
k.	295	LF	8" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' – 6.0' Cut	<u>\$89.00</u>	<u>\$26,255.00</u>
l.	130	LF	10" SDR 26 FPVC	<u>\$200.00</u>	<u>\$26,000.00</u>
m.	860	LF	8" Cured-in-Place Pipe	<u>\$37.50</u>	<u>\$32,250.00</u>
n.	60	LF	8" P401 DIP Force Main	<u>\$550.00</u>	<u>\$33,000.00</u>
o.	100	LF	Jack & Bore 16" Dia. Steel Casing, 0.250" WT (carrier pipe paid under separate item)	<u>\$558.00</u>	<u>\$55,800.00</u>
p.	3	EA	Standard 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' – 6.0' depth	<u>\$4,100.00</u>	<u>\$12,300.00</u>
q.	2	EA	Doghouse 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' – 6.0' depth	<u>\$22,000.00</u>	<u>\$44,000.00</u>
r.	50	VF	Manhole Additional Vertical Feet	<u>\$380.00</u>	<u>\$19,000.00</u>
s.	185	VF	Manhole Rehabilitation	<u>\$481.00</u>	<u>\$88,985.00</u>
t.	4	EA	Sewer Spot Repair	<u>\$2,300.00</u>	<u>\$9,200.00</u>
u.	7	EA	Cut & Plug Sewer Main	<u>\$1,050.00</u>	<u>\$7,350.00</u>
v.	1	EA	Grout Existing Pipe in Structure	<u>\$300.00</u>	<u>\$300.00</u>
w.	1	EA	Adjust Manhole Invert	<u>\$1,150.00</u>	<u>\$1,150.00</u>
x.	3	EA	Manhole Frame Grade Adjustment	<u>\$1,300.00</u>	<u>\$3,900.00</u>
y.	1	EA	Abandon Manhole	<u>\$3,200.00</u>	<u>\$3,200.00</u>
z.	3	CY	Flowable Fill	<u>\$1,200.00</u>	<u>\$3,600.00</u>
aa.	1	LS	Aerial Sewer Creek Crossing	<u>\$20,250.00</u>	<u>\$20,250.00</u>
bb.	1	LS	Demolish Aerial Sewer	<u>\$2,500.00</u>	<u>\$2,500.00</u>
cc.	40	LF	8" Polyethylene Wrap	<u>\$30.00</u>	<u>\$1,200.00</u>

4.	PAVING				
a.	1275	LF	Asphalt Road Repair/Replacement	<u>\$92.50</u>	<u>\$117,937.50</u>
b.	85	LF	24" Curb & Gutter	<u>\$30.50</u>	<u>\$2,592.50</u>
c.	50	SY	Concrete Sidewalk	<u>\$111.00</u>	<u>\$5,550.00</u>
5..	ALLOWANCES				
a.	Testing Allowance			<u>\$5,000</u>	<u>\$5,000</u>
b.	Supplemental Work Allowance			<u>\$15,000</u>	<u>\$15,000</u>

TOTAL BASE BID FOR ITEMS 1 – 5 INCLUSIVE, THE LUMP SUM AMOUNT OF:

Seven hundred fifty-nine thousand, three hundred seven dollars and
zero cent

Price in Words

\$ 759,307.00

Dollars and Cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be Substantially Complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 10% of the Total Bid Price;
 - B. List of Proposed Subcontractors (may be submitted within 5 days of Bid Opening);
 - C. List of Proposed Suppliers (may be submitted within 5 days of Bid Opening);
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Utility Contractor License of Contractor performing the work or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Section 00470 - Qualification of Bidder

H. Section 00481 - Noncollusion Affidavit of Prime Bidder

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

~~An Individual~~

~~Name (typed or printed): _____~~

~~By: _____~~

~~(Individual's signature)~~

~~Doing business as: _____~~

~~A Partnership~~

~~Partnership Name: _____~~

~~By: _____~~

~~(Signature of general partner -- attach evidence of authority to sign)~~

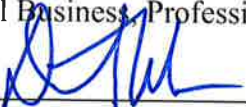
~~Name (typed or printed): _____~~

A Corporation

Corporation Name: RDJE, Inc (SEAL)

State of Incorporation: Corporation

Type (General Business, Professional, Service, Limited Liability): _____

By: 

(Signature -- attach evidence of authority to sign)

Name (typed or printed): David Warda

Title: Vice President
(CORPORATE SEAL)

CORPORATE RESOLUTION OF RDJE, INC.

I, **RONALD D. JONES, JR.**, hereby certify that I am the President of **RDJE, INC.**, a Georgia corporation, and that the following is a true copy of a resolution duly adopted by the Board of Directors at a special meeting held on the 25th day of February 2021, at which a quorum was present, and that such resolution has not been rescinded nor modified and is now in full force and effect:

RESOLVED, whereas the following officers are authorized to act on behalf of the Corporation and to sign contracts, proposals, and other documents necessary for **RDJE, INC.** to enter into agreements for projects, banks loans, leases, equipment purchases, and other actions on behalf of **RDJE, INC.**:

RONALD D. JONES, JR.	PRESIDENT
TERRY JOSEPH WEBB	COO
CHRISTINA M. FRAME	CFO
JUSTIN O. THOMPSON	VP OF OPERATIONS
EVAN C. BRYANT	SECRETARY
DAVID WARDA	VP OF BUSINESS DEVELOPMENT

I further certify that there are no provisions in the Articles of Incorporation or in the By-Laws of the Corporation limiting the powers of the Board of Directors to pass the foregoing resolution, and the same are in conformity with the provisions of said Articles of Incorporation and the By-Laws.

IN WITNESS WHEREOF, I have hereunto subscribed by signature to this certificate and affixed the seal of this Corporation this 25th day of February 2021.

RDJE, INC.

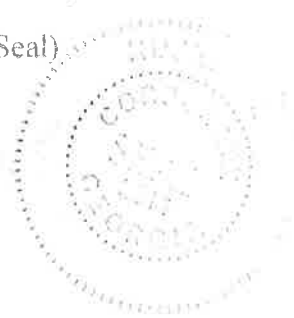
By: _____

Ronald D. Jones, Jr., President

Attest: _____

Evan C. Bryant, Secretary

(Corporate Seal)



Attest

Evan C. Burt

Date of Qualification to do business in Georgia is 1 / 5 / 11.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 679 Hwy 29 South, Suite A.

Newnan, Ga. 30263

Phone No. (770) 251-2667 Fax No. (770) 254-1563

E-mail sfuller@rdjeinc.com

SUBMITTED on Oct 7, 20 21.

State Contractor License No. *of Contractor performing the work.* UC-302155

END OF SECTION



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302155

RDJE Inc
Ronny Dale Jones
679 Highway 29 South
Suite A
Newnan GA 30263

Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 06/02/2011

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

RDJE Inc
679 Highway 29 South
Suite A
Newnan GA 30263



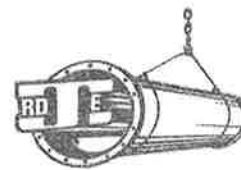
STATE OF GEORGIA
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RDJE Inc
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EXP DATE - 04/30/2023 Status: Active
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RDJE, INC.
679 HWY 29 SOUTH
NEWNAN, GA 30263 U.S.A.
PHONE 770-251-2667 FAX 770-254-1563



Company Officers Biographies

President

1970-Current

Ronny D. Jones, Jr. (235 Fastguard Farms Rd, Newnan, GA 30263)

Ronny D. Jones, Jr. is the owner and President of RDJE, Inc. with over 40 years of experience in the industry. Ronny stepped into being owner and President of the company in 1983 when his father passed leadership of the company to him. He has served as a past President and Director of Georgia Utility Contractor's Association and past Director of the National Utility Contractor's Association. He is the leader in every day operations from estimating, project management, problem resolution, and business generation.

COO

1999-Current

Joseph Webb (121 Montana Way, Moreland Ga. 30259)

Joseph has invaluable experience in the construction industry that RDJE, Inc. leverages in its everyday field operations. Worked in the industry for over 20 years. Construction management experience includes jobs constructing pump stations, utilities, site work, rehabilitation, treatment plants, etc. Duties include managing Superintendents, Foreman, and the field personnel. He is also responsible for job schedules and coordinating for all manhole rehabilitation projects, and the equipment both owned and rental.

CFO

2004-Current

Christina Frame (1178 Country Club Rd, Newnan Ga. 30263)

Oversees financial decisions and works directly with all project managers and accounts payable to manage finances. Uses data from billings, costs to complete and invoices to project check runs and project revenue. Other duties include, overseeing human resources, receptionist and accounts payable. Works directly with customers as accounts receivable.

VP of Operations

2006-Current

Justin Thompson (515 Line Creek Rd, Senoia Ga. 30276)

Worked in the industry over 20 years, Specialist in sewer line installation. Worked on and supervised storm, sewer, water, rehab, pump station, pipe bursting and other similar projects. Responsible for understanding all aspects of a project including reading plans and specs, checking and enforcing all safety standards, coordinating crew schedules and more. Maintains a professional and supportive relationship with owners and subcontractors

Secretary

2018- Current

Evan Bryant (99 Big Horn Dr, Newnan, Ga. 30265)

Worked in the industry for 20 year with construction estimating and management experience in asphalt paving ranging from private subdivisions, commercial parking lots and distribution centers, local municipal resurfacing projects as well as State DOT work including Full Depth Reclamation, resurfacing and interstate mill and inlay; waterline, sewer line and other underground installation ranging from municipal waterline replacement, sewer outfall installation and underground detention ponds; site work ranging from turnkey construction of commercial outparcels and earthwork for pad-ready sites.

VP of Business Development

2003-Current

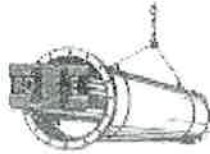
David Warda (540 Westbourne Drive, Tyrone, GA 30290)

David Warda serves as the Vice President and is vital in RDJE, Inc. office operations including managing Estimating, Project Management, and Quality Control. He also manages suppliers including contract and pricing negotiations. Mr. Warda solicits project owner's business requirements and negotiates the specifications of the solution to align the job to meet customer

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RDUE, INC
CONTRACTS ON HAND

Job Description	Total Contract	Customer Name	OWNER INFO	ENGINEER INFO	ENGINEER ADDRESS/PHONE #	Job End Date
EMERGENCY SERVICES 2018-2020	ANNUAL	PEACHTREE CITY WATER AND SEWER AUTH	PEACHTREE CITY WATER AND SEWER	PEACHTREE CITY WATER AND SEWER	1127 HIGHWAY 74 SOUTH PEACHTREE CITY, GA 30269 (770) 487-7993	Dec-20
ON-CALL SEWER LINE REPLACEMENT 2018	ANNUAL	UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY	UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY	CH2M	6600 PEACHTREE DUNWOOD RD, SUITE 600, ATL, GA 30328 (770) 393-0150	Jan-22
ON-CALL WATER LINE REPLACEMENT 2018	ANNUAL	UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY	UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY	CH2M	6600 PEACHTREE DUNWOOD RD, SUITE 600, ATL, GA 30328 (770) 393-0150	Jan-22
WATER SYSTEM IMPROVEMENTS	\$900,000	CITY OF EASTPOINT	CITY OF EASTPOINT	N/A DESIGN BUILD	N/A	Jan-21
WALNUT CREEK FM REPLACEMENT	\$2,104,280	CLAYTON COUNTY WTR	CLAYTON COUNTY WTR	CLAYTON COUNTY WATER AUTHORITY	1600 BATTLE CREEK ROAD MORROW, GA 30269	Aug-21
PARKSTONE PS & FM	\$3,438,400	FORSYTH COUNTY	FORSYTH COUNTY	BROWN AND CALDWELL	990 HAMMOND DR, STE 400 ATLANTA, GA 30328	Jul-21
PEARSON MIDDLE SCHOOL	\$235,915	BLOUNT CONSTRUCTION	COBB COUNTY	BLOUNT	1730 SANDS PLACE MARIETTA, GA, 30067	May-21
STILL BRANCH WTP	\$2,162,217	CITY OF GRIFFIN	CITY OF GRIFFIN	PARAGON	350 AIRPORT RD, GRIFFIN GA, 30224 (770)412-7700	Jun-21
SHOAL CREEK DR	\$236,450	DOUGLAS COUNTY	DOUGLAS COUNTY WATER & SEWER	N/A		Aug-21
UNION CITY SS FLOW	\$494,540	CITY OF UNION CITY	CITY OF UNION CITY	N/A		Aug-21
PHILLIPS AND VICTORY DRIVE	\$704,675	CITY OF MARIETTA BOARD OF LIGHTS AND WATER	CITY OF MARIETTA BOARD OF LIGHTS AND WATER	RINDT-MCDUFF	MARIETTA, GA, 30060	Aug-21
SEWAGE PUMP STATION NO 1 RENO	\$349,013	CITY OF FAIRMOUNT	CITY OF FAIRMOUNT	SWEITZER ENGINEERING, INC	680 DOUTHITT FERRY ROAD SUITE 105 CARTERSVILLE, GA, 30120, 678-569-4290	Nov-21
CITY OF DALLAS - SEWER OUTFALL IMPROVEMENTS	\$803,716	PHOENIX DALLAS DEVELOPER LLC	PDD- 10933 CRABAPPLE RD ROSWELL, GA, 30075	RINDT-MCDUFF	334 CHEROKEE STREET MARIETTA, GA 30060 (770) 427-8123	Oct-21
NORTH LEE STREET DRAINAGE IMP	\$2,824,000	CITY OF AMERICUS	AMERICUS CITY HALL	HOFSTADTER AND ASSOCIATES, INC	4571 ARKWRIGHT RD MACON, GA, 31210, 478-757-1169	Feb-21
HWY 29 PROJECT	\$2,425,248	COWETA CO WSA	COWETA CO WSA	INTERGRATED SCIENCE	1039 SULLIVAN ROAD, SUITE 200 NEWMAN, GA, 30265, 678- 552-2107	Mar-22
TOWN BRANCH INTERCEPT SEWER	\$218,941	CITY OF VILLA RICA	CITY OF VILLA RICA	BRENNAN JONES ENGINEERING	7513 MASON FALLS DRIVE WINSTON, GA, 30187 770-557- 0300	OCT -21
NORTH ELIJAH SEWER TRUNK LINE RELOCATION	\$672,774	ELLIJAH-GILMER COUNTY WSA	GILMER COUNTY	CARTER & SLOPE, INC	115 WOODLAND WAY, SUITE 120 CANTON, GA, 30114 PH, 770-479-8782	Mar-22



#9

CORPORATE INFORMATION

- Ronny Jones is the President of RDJE, Inc. Ronny took over the family business in 1983. The Company is completely focused on site development, pipeline, and underground utilities construction projects for private developers and public utilities. Since 1943, we have built a solid foundation of strong and dependable business practices. Our project managers, field superintendents and construction crews have successfully improved infrastructure for residential, commercial and industrial developments, and municipal water and sewer systems throughout Georgia and the rapidly growing North Georgia Corridor.
- RDJE, Inc. has operated under the current corporate name since January 2011. We currently have sixty-five employees which include office, maintenance, and field personnel.
- The company headquarters and equipment facility has been at the following address for the past 13 years:
RDJE, Inc.
679 Hwy 29 South
Newnan, GA, 30263
Telephone - 770-251-2667
Facsimile - 770-254-1563
- In our 38 years in business, RDJE, Inc. has never failed to complete or execute a contract in full. We have not been involved in any litigation procedures nor have we incurred any liquidated damages in regards to municipal, private or public projects with the owner, client or involved engineering firm. The company and our officers have never filed for bankruptcy. We have not received any citations and/or fines by any federal or state agencies.
- The Bonding Capacity for RDJE, Inc. can be provided for the referenced work in the amount of 100 percent of the contract amount. Attached in this proposal is a letter from our bonding company verifying our present bonding status.
- RDJE, Inc. is a licensed utility contractor in the state of Georgia. We hold a license in several surrounding states including, Alabama, Florida, Mississippi, and Tennessee.

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No.	Make	Model	Description	Serial Number	Year
Backhoes - Rubber Tired					
E049	John Deere	410E	Backhoe	T0410EX831123	1997
E068	Caterpillar	426C	Backhoe	1YR02133	2000
E069	John Deere	410E	Backhoe	T0410EX892322	2000
E143	Caterpillar	420E	Backhoe	PHC00657	2009
Excavators					
E166	Caterpillar	320EL	Excavator	WBK02362	2014
E178	Caterpillar	336F	Excavator	TZA00434	2015
E183	Caterpillar	315FL	Excavator	TDY00119	2016
E198	Komatsu	PC240LC-11	Excavator	A22257	2018
E203	Caterpillar	325F	Excavator	XAA10421	2018
E208	Komatsu	PC490LC-11	Excavator	A42257	2018
E214	Komatsu	PC360LC-11	Excavator	A37250	2019
E217	Komatsu	PC138USLC-11	Excavator	54257	
Excavators - Mini					
E160	Caterpillar	305.5E CR	Mini-Excavator	FKY01455	2013
E172	Caterpillar	305E 2 CR	Mini-Excavator	DJX00291	2014
E174	Caterpillar	308E 2	Mini-Excavator	FJX02456	2015
E175	Caterpillar	301.4C	Mini-Excavator	LJ300245	2015
E176	Caterpillar	301.4C	Mini-Excavator	LJ300243	2015
E225	Caterpillar	308 THM	Mini-Excavator	GG803130	2020
E226	Caterpillar	308 THM	Mini-Excavator	GG803131	2020
Wheel Loaders					
E164	Kawasaki	65ZV-2	Wheel Loader	65J4-5436	2014
E165	Caterpillar	924K	Wheel Loader	PWR02115	2014
E179	Caterpillar	930M	Wheel Loader	KTG00133	2014
E184	John Deere	324K	Wheel Loader	1LU324KXAZB040155	2016
E207	Komatsu	WA-270-8	Wheel Loader	A28070	2018
E216	Komatsu	WA320-8	Wheel Loader	A38640	
E228	Caterpillar	926M	Wheel Loader	LTE07453	2020
Skid Steer Loaders					
E177	Caterpillar	259D	Skid Steer Loader	FTL05514	2015
E182	Takeuchi	TL12V2	Skid Steer Loader	412000141	2016
E205	Caterpillar	259D	Skid Steer Loader	FTL18906	2018
E227	Caterpillar	289D	Skid Steer Loader	CJX904918	2020
Dozers					
E048	John Deere	650HX	Dozer	TO650HX878290	1999

No.	Make	Model	Description	Serial Number	Year
E125	John Deere	700J LT	Dozer	T0700JX126998	2006
E195	Caterpillar	D5K2XL	Dozer	KWW00572	2013
Compactors					
E147	Wacker	RT82C	Compactor	5551351	2005
E173	Caterpillar	CS44	Compactor	M4C00824	2015
E181	Caterpillar	CS44	Compactor	CS300235	2016
E204	Bomag	BMP 8500	Compactor	18101720128967	2018
Sweepers					
E095	Broce	RC-350	Sweeper	89867	
E215	Broce	KR350	Sweeper	409766	2016
E222	Broce	RTJ350	Sweeper	410569	2017
Air Compressors					
E145	Atlas-Copco	XAS 97	185 CFM Air Compressor	4500A10175R011937	
E170	Ingersoll-Rand	XP375WIR	TR8758U	421234ULUD54	2011
E185	Atlas-Copco	XAS 185 JD RSC	185 CFM Air Compressor	4500A1014AR033002	2010
E186	Atlas-Copco	XAS 185 JD RSC	185 CFM Air Compressor	4500A1019AR034078	2010
E206	Vanair	G80	80 CFM Air Comp. On T162	30-18F0142	2018
Light Towers					
E196	Magnum	MLT3060	Light Tower	1005191	2010
E197	Magnum	MLT3060	Light Tower	1005191	2010
E200	Multiquip	Night Hawk	Light Tower		
Generators					
E118	Multiquip	DA7000SS	Whisper Watt Generator	3738214	
E189	Onan	8.0 HDKAK/11296D	8 KW Gen (From T145)	J980803627	
E210	Onan	8.0 HDKAK/11296D	8 KW Gen (From T140)		
E211	Onan	8.0 HDKAK/11296D	8 KW Gen (From T141)		
E212	Onan	8.0 HDKAK/11296D	8 KW Gen (From T142)		
E219	Multiquip	DA7000SSA3	7 KW Genertor	5846831	2020
E220	Multiquip	DA7000SSA3	7 KW Genertor	5846851	2020
Forklifts					
E112	Toyota		Forklift	FD45-14589	1986
E133	Yale	GLP060	Forklift	A875B04317W	
Farm Tractors					
E028	Kubota	B9200	Tractor	50047	
E111	John Deere	1565	Mower	tc1565d010283	
E138	Kubota	M108S	Tractor w/ Loader attachment	50464	2008
RTV's					

No.	Make	Model	Description	Serial Number	Year
E119	John Deere	Gator	Gator	W006X4D007755	
E122	Kubota	RTV900W	RTV Utility Vehicle	37046	
Drills/Boring Eq					
E033	Ditch Witch		12" Bore Machine		
E034	American 24"	9LD625	24" Bore Machine	DGW1157/S372OW	
E035	McLaughlin		24" Bore Machine		
E036	American 36"		36" Bore Machine		
E097	McLaughlin		12"-20" Bore Machine	20B020402863	
E126	Ditch Witch	JT921	Directional Bore Jet Trac	CMWJT921A60000032	
E126	Ditch Witch	Trailer	TL934B1	4MNDP202061000865	
Pipe Bursting Eq					
E154	Hammer heads		7.5", 8", 9"		
E155	Hydroguide		Winch W/ 10" head Tag# TR3543A	9WC1426AC196212	
E156	Hammerhead	PB30	W/ 30 ton pulling unit	PB30L20048	
E171	Hammerhead	PP70	hydrostatic pipe burst	PP1010308	2014
Manhole/Pipe Rehab Eq					
E151	Quadex	Spraymaster	Spraymaster & Trailer (MH Rp	1T9BU12221A694228	
E187	Blastcrete	RMX-5000	Mixer Pump S/N 1612025 Tag # TR78P26	1B9BP1719GA796025	
E188	Spincaster	1500	Spincaster 1500 w/ sled		
E201	Madewell	Porta-Mortar	Cement Mixer & Pump	MMP12218 51	2018
E202	Foster Mfg	35K-1-12D/C-S	Power Unit	22508	2018
Misc Eq					
E001	Spectra Physics	1165	Laser		
E011	Level laser				
E012	Level laser				
E037	Mueller	39235	Main Tapping Machine (Large)		
E038	Diversified		Pressure Line Pump Tag # 4399VH	94DF100920	
E043	ACME		6" Pump	960509	
E100	Godwin	CD100M	6" Pump	0229388-21	
E101	Mueller	B101	Tapping Machine	2785	
E102	Mueller	H603	Electric Drive	2785	
E115	Finn	B70	Straw Blower Tag# TL532B1	SE3051	
E124	Generac	4390	15KW Generator	req'd from RJ 3/13/06.	
E130	Trimble	SPS850	GPS Extreme 900Mhz	tbd	
E134	Trimble	GCS900	GPS Cab kit MS9900	T0700J-26998	
E161	Ditch Witch	2450GR	Ground penetrating Radar	8323035	

No.	Make	Model	Description	Serial Number	Year
E162	McElroy	AT1616501	TracStar 618 Fusion Machine	C54870	
E167	Coring Machine		Coring Machine		
E168	Ditch Witch	FX25	Vac System w/ trl Tag #TT110Q75	CMWFX25XPE0000198	
E191	AVT	EZ Valve	Valve Insertion Tool		
E192	Vermeer	MB40	Plow Attachment	1VR6040F071000106	2006
E199	Rigid	SeeSnake	Pipe inspection camera, reel, monitor, 2 batteries, charger and locator	20-049387	2018
E209	Amida	ODL025FACH-DL06	Arrowboard	9412-27226	
E213	Paladin	SFP1500	Hyd Hammer	18B0594	2019
E218	McElroy	AT1830101	TracStar 618 Fusion Machine	C85740	
E221	Mohawk	TR19-20	Truck Lift	C0C155	2020
		RJ-15	Rolling Jack	C0C150	2020
E223	American Signal	T815	Arrowboard	1A9AS8158L2228235	2020
E224	Paladin	BC72GS	Rotary Brush Cutter	564666	2019

#13

David Warda

O: 770-251-2667 / C: 404-427-2998

dwarda@rdjeinc.com / www.rdjeinc.com

VICE PRESIDENT

SENIOR PROJECT MANAGER AND ESTIMATOR

Experience

RDJE, Inc., Newnan, GA.

2003 – Present

Senior Estimator, Senior Project Manager, Quality Control Manager

Worked in the industry over 30 years. Construction management experience includes jobs constructing buildings, utilities, site work, rehabilitation, treatment plants, etc. As Vice President, duties include managing team of project managers, leadership training, working closely with safety manager and helping to implement safety measures.

Education

Erie Community College

Buffalo, New York 14221

A.A.S. Civil Technology, 1981

Training

- OSHA 10
- OSHA 30
- Competent Person
- NPDES-Level 1A
- Utility Foreman
- Utility Manager

Key Projects

- **Consolidated Rental Agency Complex (CONRAC) – Austin Commercial, City of Atlanta, GA:** Estimator and Project Manager for 100 acre site work construction project. The work within the subcontract performed for Austin Commercial included site grading, two retaining wall structures, road construction with median barriers, storm, sanitary and water systems, underground telecommunication, concrete curbs and sidewalks, fencing, guardrail. Also our work included overall site support and assistance to accommodate the construction of two parking deck structures (2.8 million S.F.), customer service center (137,000 S.F.), 14 individual rental car buildings, 7 ea. fueling facilities and 27 acres of asphalt pavement. Approx. contract value - 15 million
- **Chimney Springs Phase 3 Water Main Replacement – Marietta, GA:** Project Manager for Water Line removal and replacement of 15,000lf of existing 6" AC with 8" DIP Pipe utilizing the method of Pipe

David Warda

O: 770-251-2667 / C: 404-427-2998

dwarda@rdjinc.com / www.rdjinc.com

Bursting. Specific Work included Installation of all related appurtenances, Fire Hydrants, Meters, and Services. Project was in an established neighborhood, included Traffic Control and Restoration of Landscaped Yards. Approx. contract value – 1.4 million

- **2017 Marietta Sanitary Sewer Rehab – Marietta, GA;** Estimator and Project Manager for Sewer Line installation of 2,500lf of 8-12" DIP. Project also included 4,000lf of 8-24" HDPE Pipe bursting. Specific work included traffic control on multi-lane roads, Bypass Pumping, Erosion Control, Free Bores and Landscaping. Approx. contract value – 2 million
- **Golfview Drive Drainage Improvement Project – Peachtree City, GA;** Estimator and Project Manager for Stormwater and Sanitary Sewer System Improvements project. Project included 3,000 lf of 18-60" RCP with associated headwalls, catch basins, curb and gutter, asphalt replacement and water main relocation. The Sanitary Sewer improvements included 2,000 lf of 8-10" via pipe bursting. Specific work included traffic control, landscaping, drive replacement and Bypass Pumping. Approx. contract value – 1.5 million

PROJECT MANAGER AND ESTIMATOR

Worked in the industry for 20 year with construction estimating and management experience in asphalt paving ranging from private subdivisions, commercial parking lots and distribution centers, local municipal resurfacing projects as well as State DOT work including Full Depth Reclamation, resurfacing and interstate mill and inlay; waterline , sewer line and other underground installation ranging from municipal waterline replacement, sewer outfall installation and underground detention ponds; sitework ranging from turnkey construction of commercial outparcels and earthwork for pad-ready sites.

Experience

RDJE, Inc., Newnan, GA.

2018 -- Present

- Estimate and bid projects
- Manage projects from the preconstruction process through all phases of construction
- Manages suppliers including contract and pricing negotiations
- Solicit project owner's business requirements and negotiate the specifications of the solution to align the job to optimally meet their needs
- Communicate with subcontractors throughout projects to maintain efficiency, upstanding relationships, and see that the project is completed as contracted.

Piedmont Paving, Inc., Newnan, GA.

Vice President and Chief Estimator

2007 -- 2018

- Responsible for all job pricing, contract negotiations and execution
- Management of material suppliers and subcontractors
- Shared oversight of daily operations of company
- Certified GDOT Contractor

CW Matthews, Tyrone, GA.

Chief Estimator

2006-2007

APAC - Georgia, Tyrone, GA.

Estimator and Project Manager

1999-2006

Education

Georgia Institute of Technology

Atlanta, Georgia

Bachelor of Civil Engineering

Training

- OSHA 10
- OSHA 30
- Competent Person
- NPDES-Level 1A

Key Projects

- **Serenbe Geothermal Pond – TPA Group, Chattahoochee Hills, GA:** Excavate approximately 15,000 CY of material and stabilize with 3,000 tons of Type 1 Rip Rap to create a geothermal pond to feed nearby office building.
- **Rosemoore Pump Station Decommission – Gwinnett Co. Department of Water Resources, Suwanee, GA:** Install approximately 3,300 LF of 16" DIP gravity sewer and decommission the existing pump station serving nearby subdivision.
- **On-Call Waterline Replacement – Athens-Clarke County, Athens, GA:** Install 8" DIP waterline and associated services.
- **Brittain Avenue Water and Sewer Replacement – Athens-Clarke County, Athens, GA:** Remove and replace existing waterline and sewer line with 8" DIP waterline and 8" PVC Sewer line and reconstruct roadway of Brittain Avenue.
- **Newnan Crossing – Development Site Services, Newnan, GA:** Excavate and grade approximately 100,000 CY of material to prepare for future development as well as install access road and underground utilities.
- **Thomas Crossroads Retail – BA Barrett Construction, Newnan, GA:** Demolition of existing gas station, earthwork, installation of underground detention pond and site preparation including underground utilities, concrete flatwork and asphalt paving.

VP UTILITY REHAB

SENIOR PROJECT MANAGER AND ESTIMATOR

Experience

RDJE, Inc., Newnan, GA.

1999 – Present

Senior Estimator, Senior Project Manager, Quality Control Manager

Worked in the industry for 20 years. Construction management experience includes jobs constructing pump stations, utilities, site work, rehabilitation, treatment plants, etc. Duties include managing the crew job schedules, coordinator for all manhole rehabilitation projects, coordinating equipment both owned and rental.

Training

- OSHA 10
- OSHA 30
- Competent Person
- NPDES-Level 1A
- Utility Foreman
- Utility Manager

Key Projects

- **I-85 and Poplar Road Interchange – Newnan, GA:** Estimator and Project Manager for water line project. Project installed 520LF of 6-8" DIP, of 890 LF 16" DIP and 1,240LF of 24" DIP water line. The water line installed over the bridge consisted of two runs of 640 LF of 12" TR Flex RJ DIP, and of 320 LF of 16" TR Flex RJ DIP. Work also included removal of existing pipe and reconnection of fire hydrants and services. Approx. Contract Value – 1.5 Million
- **Clayton Manhole Rehabilitation – Clayton, GA:** Estimator and Project Manager for rehabilitation construction project. Project consisted of over 770vf of existing brick and precast manholes. The crew removed or replaced 18 manholes throughout the city limits. Approx. Contract Value - \$500,000
- **Amli Arts Center – Blount Construction – Atlanta, GA:** Project Manager for Sanitary Sewer System install. Project consisted of 1,000 lf of 3" – 8" DIP to connect with existing Water Main Line and 400 lf 12" Dip for the Sanitary Sewer System. Included 3 new 4' DIA Manholes and tying into existing Manhole. Installation of Precast Structures, 508 lf of 48" – 72" RCP, and a 42" DIP Outside Drop Assembly. Approx. Contract Value - \$700,000

SUPERINTENDENT

Experience

RDJE, Inc., Newnan, GA.

2006 – Present

Worked in the industry over 20 years. Specialist in sewer line installation. Worked on and supervised storm, sewer, water, rehab, pump station, pipebursting and other similar projects. Responsible for understanding all aspects of a project including reading plans and specs, checking and enforcing all safety standards, coordinating crew schedules and more. Maintains a professional and supportive relationship with owners and subcontractors.

Training

- OSHA 30
- Competent Person Excavation
- Competent Person Confined Space
- NPDES-Level 1A
- Utility Foreman
- CPR/AED
- Damage Prevention Training
- Flagging

Key Projects

- **Serenbe Phase 3 – Fairburn, GA:** This project includes over 25 acres of site work construction. The work includes: erosion control, clearing and grubbing of approximately 25 acres, grading for 6,500 LF of new roadway, installation of 6,140 LF of 10" DIP water main including fire hydrants, valves, fittings, and services, installation of 2,258 LF of storm lines ranging from 18" to 30", installation of 41 storm structures, installation of 15,226 SY of asphalt, installation of 25,030 SF of sidewalk, installation of 3,750 LF of Granite Curbing, and installation of 250 LF of retaining wall, and 13 each of Water Quality Islands. Approx. Contract Value – 2.6 Million
- **Sanitary Sewer System Improvements at Lee Arrendale SP – Alto, GA:** Installation of 1,700lf of 12" PVC Sewer, 340lf of 12" DIP Sewer, 208lf of 24" RCP and 88lf of 36" RCP. Project included 13 Manholes, 5 Storm Junction Boxes, Sewer Testing, and Erosion Control. Approx. Contract Value - \$500,000
- **Pinetree KSU Outfall – Cobb County, GA:** Project consists of the following major elements for the installation of a gravity sewer: (a) Via Pipe Bursting: 2,195 LF of 16" HDPE; (b) Via Open Cut: 35 LF 8" DIP, 10 LF of 12" DIP, 1,270 LF of 16" DIP, and 1,875 LF of 18" DIP; (c) Via Jack and Bore: 300 LF of 16" DIP, 240 LF of 18" DIP; (d) manholes and necessary appurtenances. Project also included traffic control, rock excavation, landscaping, and bypass pumping. Approx. contract value – 2 million

PRESIDENT AND OWNER

Experience

RDJE, Inc., Newnan, GA.

Owner and President of RDJE, Inc. with over 40 years of experience in the construction industry. RDJE is a third generation company, took over the family business in 1983. Served as past president and director of the Georgia Utility Contractors Association, director of the Nation Utility Contractors Association, Board member with Coweta County Airport Authority and past president and board member of Habitat for Humanity in Coweta. Involved in all financial decisions for the company. Works directly with the leaders of the company to pursue safety, quality and growth.

Education

Southern Technical Institute

Marietta, GA

Training

- OSHA 10
- OSHA 30
- Competent Person
- NPDES-Level 1A
- Utility Foreman
- Utility Manager

Key Projects

- **Chimney Springs Phase 3 Water Main Replacement - Marietta, GA;** Project Manager for Water Line removal and replacement of 15,000lf of existing 6" AC with 8" DIP Pipe utilizing the method of Pipe Bursting. Specific Work included installation of all related appurtenances, Fire Hydrants, Meters, and Services. Project was in an established neighborhood, included Traffic Control and Restoration of Landscaped Yards. Approx. contract value ~ 1.4 million
- **East Point Water Treatment Improvements - East Point, GA:** Major renovation to an existing water treatment plant and raw water pump stations. Project improvements included new liquid chemical system, total filter rehabilitation, major concrete restoration work, and total electrical system replacement with new telemetry system to remote pump stations, new decant structure for water recycling, new intermediate pump station and a renovation with an addition to the existing pumping station including rehabilitation of the existing pumps and motors. Site and process piping were also provided. Approx. contract value - \$13.8 million.



#14
Daniel Yates
Attorney-in-Fact

2800 Century Parkway NE, Suite 300
Atlanta, Georgia 30345
404-633-4321 (phone)
404-248-0444 (fax)

May 3, 2021

To Whom It May Concern:

Statement of Bonding Position RDJE, Inc.

Dear Sir/Madam:

We are pleased to confirm that The Yates Insurance Agency currently handles the contract bonding requirements of RDJE, Inc. through The Western Surety Company, one of the CNA Surety Corporation companies. Western Surety carries an A.M. Best Rating of A (Excellent) 14 and is listed on the U.S. Treasury Department Circular 570 as an approved surety on Federal projects.

We are currently in a position to provide Bid, Performance, and Payment Bonds for RDJE, Inc. for single projects in the \$5.0 - \$8.0 million range with an aggregate work program in the \$15.0 million range. The current unused bonding capacity is in the \$5.0 million range. Special acceptance for higher limits could be considered upon submission of job details. Any bonds issued would, of course, be subject to a normal underwriting review of the contract documents, bond forms, terms of project financing and other underwriting factors at the time a bond is actually requested.

The Yates Insurance Agency has handled contractors bonding and insurance since 1949 and is proud to provide bonding for RDJE, Inc. With several hundred bonded and insured contractors, it is our assessment that RDJE, Inc. is well equipped, highly experienced and properly financed and we can provide our full recommendation to any prospective project owners.

If we can be of further assistance, please feel free to contact us at 404-633-4321.

Best regards,

Daniel Yates, Attorney in Fact

#15



"The Common Sense Bank"

October 6, 2020

To: Chrissy Frame with RDJE, Inc.
RE: Good standing with Southern States Bank

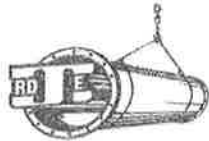
To whom it may concern:

Per your request, I am providing a letter in regards to RDJE, Inc. RDJE, Inc. has been banking with Southern States Bank for several years. We have a line of credit, equipment loans and deposit accounts. RDJE, Inc. has always been in good standing with our bank.

If you have further questions, please do not hesitate to call me at 770 301 9120.

Sincerely,

Brett Johnston
Senior Vice President
Coweta/Fayette Market President



RDJE, INC.

679 HWY 29 SOUTH
NEWNAN, GA 30263 U.S.A.
PHONE 770-251-2667 FAX 770-254-1563
Project Manager: Joseph Webb

Project Information

Project Title: Jackson 2018 CDBG Sewer Improvements

Project Description: Install of 2,328 LF of 4" PVC Sewer, 840 LF of 6" PVC and 1,045 LF of 8" PVC via open cut. Also, 1,620 LF of 8" CIPP and 3,532 LF of 8" Pipe Burst. Project included 22 Manhole Rehabs, Sewer Service Point Repairs, Landscaping, Bypass Pumping, Fencing, Traffic Control, and Erosion Control.

Project Owner:

- Owner Name: City of Jackson
- Owner 134 South Oak Street
Address: Jackson, GA 30233
- Contact Person: Sam Walker
- Phone Number: 770-775-7535
- Email: sam.walker@cityofjacksonga.com

Engineer/Construction Manager:

- Company Name: GMC
- Company 6120 Powers Ferry Rd, NW, Suite 350
Address: Atlanta, GA 30339
- Contact Person: Tony Vanderyt
- Phone Number: 678-794-7218
- Email: tony.vanderyt@gmcnetwork.com

Contract Amount:

- Initial: \$765,911.00
- Final: \$934,406.00

Change Order: Added Paving
and Increased Contract

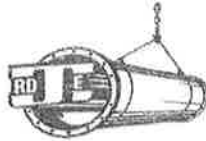
Contract Time:

- Initial: 180 Days
- Final:
- Completion Date: 11/30/20



Georgia Utility Contractor's License #UC-302155
Alabama Utility Contractor's License #46965
Florida Utility Contractor's License #CUC1224295
Mississippi Utility Contractor's License #20116-SC
Tennessee Utility Contractor's License #00062512





RDJE, INC.

679 HWY 29 SOUTH

NEWNAN, GA 30263 U.S.A.

PHONE 770-251-2667 FAX 770-254-1563

Project Manager:

Project Information

Project Title: Clayton Manhole Rehab

Project Description: Rehab 770v of existing brick and precast manholes and remove & replace 23 manholes throughout city limits. Project also included rebuild/repair benches, adjusting frame & covers, plug active infiltration sites, traffic control, work in established neighborhood, landscaping and bypass pumping.

Project Owner:

- Owner Name: City of Clayton
- Owner 837 Hwy 76 West
- Address: Clayton, GA 30525
- Contact Person: Moody Barrick
- Phone Number: 706-490-4104

Engineer/Construction Manager:

- Company Name: Infratec Consultants
- Company 310 Saddle Hill Court
- Address: Roswell, GA 30075
- Contact Person: Bob Troxler
- Phone Number: 770-596-1984

Contract Amount:

- Initial: \$400,575
- Final: \$447,573

Contract Time:

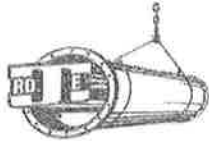
- Initial: 150 Days
- Final: 360 Days
- Completion Date: 12/1/18

Change Order -- Increased
Scope of Work
Increased Contract Time was
due to weather and added scope
of work



Georgia Utility Contractor's License #UC-302155
Alabama Utility Contractor's License #46965
Florida Utility Contractor's License #CUC1224295
Mississippi Utility Contractor's License #20116-SC
Tennessee Utility Contractor's License #00062512





RDJE, INC.
679 HWY 29 SOUTH
NEWNAN, GA 30263 U.S.A.
PHONE 770-251-2667 FAX 770-254-1563

Project Information

Project Title: John's Creek Environmental Campus

Project Description: Installation of 8234 lf of 30" gravity sewer pipe and 5,234 lf of 12" Ductile Iron force main, mitigation of wetland, stream bank restoration with wetland mitigation, by-pass pumping, and high-end yard restoration.

Project Owner:

- Owner Name: Department of Public Works, Fulton County
- Owner Address: 141 Pryor Street SW Atlanta, GA 30303
- Phone Number: 404-730-7400

General Contractor:

- Name: Archer Western Contractors, LTD
- Address: 8100 Holcomb Bridge Rd, Alpharetta, GA 30022
- Phone Number: 678-461-7376
- Contact Name: Matt McCormack

Engineer/Construction Manager:

- Company Name: Brown & Caldwell
- Phone Number: 770-673-3669

Contract Amount:

- Initial: \$ 739,655.20
- Final: \$ 821,236.00



Georgia Utility Contractor's License #UC-302155
Alabama Utility Contractor's License #46965
Florida Utility Contractor's License #CUC1224295
Mississippi Utility Contractor's License #20116-SC
Tennessee Utility Contractor's License #00062512



QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Legal Name of Bidder. If the corporate name of Bidder has changed within the last 5 years, provide information on the previous name. RDJE, Inc
2. Permanent main office address. Provide name, address and telephone number of Bidder's corporate office, regional office(s) and subsidiaries, if any.
RDJE, Inc 679 Hwy 29 South, Ste A. Newnan, Ga. 30263. (770)251-2667
3. Provide name, title and biographic summary of all corporate officers.
See Attached
4. If a corporation, provide year of incorporation and where incorporated.
1/5/11-Georgia
5. How many years have you been engaged in the contracting business under your present firm or trade name? 10 Years
6. General character of work performed by your company. Underground utility Contractor
Water, Sewer, Storm, Site Work, Grading
7. Contracts on hand: (List all other projects currently under contract, the current contract amounts, scheduled completion dates and contact reference names for Owners on these jobs.) See Attached
8. The Bidder must demonstrate a history of completing projects consistently on time and within the bid amount. Provide a statement that the applicant has not been involved in liquidated damages in the past five years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, provide an explanation. See Attached
9. Has Bidder ever failed to complete any work awarded to you? Provide a statement that the applicant has never failed to complete a project. If this is not the case, explain where and why. No, See attached
10. The Bidder has a history of not being involved in litigation against Owners or Engineering Firms. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner or Engineering Firm in the past five years. If this is not the case, explain. No
11. The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased.
See Attached
12. Experience in construction work similar in importance to this project.
See Attached
13. The Bidder has available project management personnel with at least five-years experience on projects with the technical characteristics listed in paragraph 17 below to

SECTION 00470-2
QUALIFICATIONS OF BIDDER

complete the project. Provide **full resumes** for proposed project manager and field superintendent who would supervise and be in charge of the project. Experience can be from previous employment but must be pertinent to technical information in Item 17 (Below). If your firm is the successful bidder, at least both of these key personnel must be actively involved in the day-to-day operations on the proposed project. See Attached

14. The Bidder has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount. Provide a statement of bonding capacity, bonding company, insurance agent contact persons, and telephone numbers.

See Attached

15. The Bidder must have adequate financial capacity to build the project. Provide a statement of credit available and a bank reference including contact information for verification.

See Attached

16. Will the Bidder, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Stockbridge? Yes x No _____

17. The Bidder shall provide Technical Experience including information about two (2) similar projects completed in the United States during the last fifteen (15) years. The projects must have a scope of work similar to what is proposed herein with this project. Also provide a listing of your last 5 projects over \$400,000 for each reference project listed include the: See Attached

(a) Name of project as bid; name of Owner; name of engineering firm; name, position or title, address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.

(b) A complete description of each project.

(c) The bid amount and final cost to Owner, with an explanation of cost overrun, if any, including change orders.

(d) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Stockbridge, Georgia in verification of the recitals comprising the Statement of Bidder's Qualifications. Dated at Newnan, Ga this 7th day of Oct, 2021.

RDJE, Inc

(Name of Bidder)

By 

Title David Warda, Vice President

State of Georgia

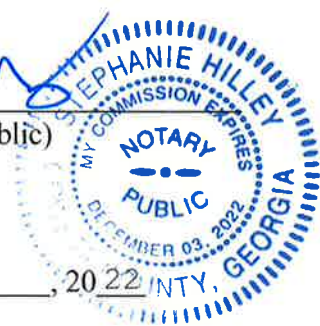
County of Coweta

David Warda, being duly sworn deposes and says
that he is Vice President of RDJE, Inc
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7th day of October, 2021.


(Notary Public)
My Commission expires:
12/3, 2022



END OF SECTION

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia

County of **Henry**

David Warda, being first duly sworn, deposed and says that:

- (1) He is
Vice President of
(owner, partner, officer, representative, or agent)
RDJE, Inc,
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Stockbridge** (Local Public Agency) or any person interested in the proposed Contract and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

By: _____

Title: David Warda, Vice PresidentSubscribed and sworn to before me this 7th day of October, 2021
(Notary Public)

My commission expires _____

_____, 20____

END OF SECTION

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

434062

Federal Work Authorization User Identification Number

8/2/2011

Date of Authorization

RDJE, Inc

Name of Contractor

Burke Street Sewer Rehabilitation

Name of Project

City of Stockbridge

Name of Public Employer

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

Executed on Oct, 7, 2021 in Newnan (city), Ga (state).

Signature of Authorized Officer or Agent

David Warda, Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 7 DAY OF Oct, 2021

NOTARY PUBLIC

My Commission Expires:

12/31/22



END OF SECTION

City of Stockbridge
Burke Street Sewer Rehabilitation

C & S Project No. S9100.035
July 2021
Revision 0

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of sub-contractor with whom such sub-contractor has privity of contract) and _____ (name of contractor) on behalf of **City of Stockbridge** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the sub-contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-contractor shall submit, at the time of such contract, this affidavit to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Additionally, the undersigned sub-contractor will forward notice of the receipt of any affidavit from a sub-contractor to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Sub-contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

TBD

Date of Authorization

Name of Sub-Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

SECTION 00485
SAVE AFFIDAVIT

STATE OF GEORGIA

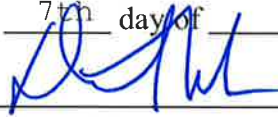
HENRY COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits", I am stating the following with respect to my ability to enter into a contract with the City of Stockbridge:

- 1) x I am a United States citizen 18 years of age or older
OR
2) I am a legal permanent resident 18 years of age or older
OR
3) I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

This 7th day of Oct , 20 21 .



Signature of Applicant:

David Warda, Vice President

Printed Name of Applicant:

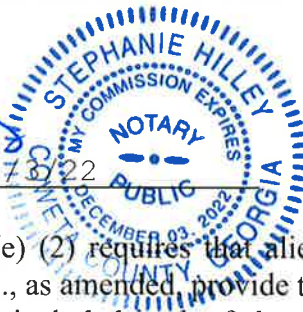
*

Alien Registration number for non-citizens:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 7th DAY OF Oct , 20 21 .

NOTARY PUBLIC


My Commission Expires: 12/3/22



* Note: O.C.G.A. § 50-36-1 (e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

2021

**BUSINESS CERTIFICATE
COWETA COUNTY
22 EAST BROAD STREET
NEWNAN, GEORGIA 30263
(770) 254-2626**

**DATE ISSUED:
02/02/2021**

EXPIRES:

12/31/2021

RDJE, INC.

CERTIFICATE NO.

20210000424

27-4461359

BUSINESS DESCRIPTION: 237110 WATER&SEWER LINE & RELATED STRUCTURES CON

BUSINESS CONTACT: RONNY JONES

**BUSINESS LOCATION:
679 HWY 29 SOUTH SUITE A**

**MAILING ADDRESS:
RDJE, INC.**

NEWNAN GA 30263

679 HWY 29 SOUTH SUITE A

NEWNAN GA 30263

**CERTIFICATE MUST BE DISPLAYED FOR PUBLIC VIEW IN BUSINESS ESTABLISHMENT .
VALID ONLY AT THIS LOCATION .**

CERTIFICATE IS NON -TRANSFERABLE AND NON-REFUNDABLE

**IF YOU CLOSE YOUR BUSINESS YOU MUST SUBMIT A LETTER
IN WRITING TO THE BUSINESS TAX DEPARTMENT .**

2021

RDJE, INC

Major Projects Recently Completed

Job Description	Total Contract	Customer Name	OWNER INFO	ENGINEER INFO	ENGINEER ADDRESS/PHONE #	Job End Date
WAHOO CREEK INFLUENT & DIVERSION PUMP STATION	\$2,817,490	NEWMAN UTILITIES	NEWMAN UTILITIES	WIEDEMAN & SINGLETON, INC.	1739 Peachtree Road NE Atlanta, GA 30309 (404) 876-5862	Mar - 17
AIRPORT SLIP LINING PROJECT	\$695,650	GSCELEWIS JOINT VENTURE	CITY OF ATLANTA	DEPARTMENT OF AVIATION PLANNING & DEVELOPMENT	6000 North Terminal Parkway PO Box 20509 Atlanta, GA 303020 (404) 530-6600	Dec - 17
SANITARY SEWER SYSTEM IMPROVEMENTS AT LEE ARRENDALE STATE PRISON	\$469,500	GEORGIA DEPARTMENT OF CORRECTIONS	GEORGIA DEPARTMENT OF CORRECTIONS	WALDEN, ASHWORTH & ASSOCIATES	1827 POWERS FERRY RD BUILDING 23, SUITE 300 ATLANTA, GA 30339 (770) 956-7879	Sept - 17
PEGASUS PARKWAY LIFTSTATION	\$1,060,705	CITY OF LAGRANGE	CITY OF LAGRANGE	AEC Engineering	50 WARM SPRINGS CIRCLE ROSWELL, GA 30075 (770) 641-1942	Oct - 17
AUBURN L BUILDING SEWER REHAB	\$90,080	D&J ENTERPRISES, INC.	AUBURN UNIVERSITY	FORESITE GROUP	2128 Moores Mill Road Auburn, AL 36830 (334) 887-6064	Jan - 17
INTERNATIONAL AIRPORT PARK STORM DRAIN REHAB	\$343,678	TRANSWESTERN	TRANSWESTERN	KIMLEY HORN & ASSOCIATES	3340 Peachtree Road, Ste 100 Atlanta, GA 30326 (404) 456-8404	Jan - 17
I-65 POPLAR ROAD INTERCHANGE	\$1,675,323	ER SWELL	GEORGIA DOT	CHA ENGINEER	270 Peachtree St NW Suite 1500 Atlanta, GA	Sept - 17
WATER MAIN EXTENSIONS, SPLCOST GROUP C, PHASE 3	\$4,007,000	ATHENS CLARK COUNTY	ATHENS CLARK COUNTY	CH2M HILL	6600 Peachtree Dunwoody Road 400 Embassy Row, Suite 600 Atlanta, GA 30328	Dec - 18
ROBBINS AFB SANITARY SEWER REHAB	\$89,175	DRAKE DEVELOPERS-STATFORD BULIDER, LLC	DEPARTMENT OF AIR FORCE	DRAKE DEVELOPERS-STATFORD BULIDER, LLC	2690 Napier Ave Macon, GA 31204 (404) 411-6250	Jan-17
GRANDMA BRANCH ROAD AND BOHANNON ROAD	\$275,839	CITY OF GRANTVILLE	CITY OF GRANTVILLE	BRENNEN JONES ENGINEERING & ASSOC.	7512 MASON FALLS DR. WINSTON, GA 30187 (770) 888-5148	Dec - 17
CURIE DRIVE SS REHAB	\$92,000	FORSYTH COUNTY	FORSYTH COUNTY	N/A	4050 COUNTY WAY CUMMING, GA 30040 (770) 888-8672	Mar-18
PACES AVE WM REPLACEMENT	\$470,000	PACES AVE HOA	PACES AVE HOA	CIVILOGISTIX, LLC	500 SUN VALLEY DR, STE H3 ROSWELL, GA 30067 (404) 594-4403	Mar-18
ROBINSON AVE COLLECTION SYSTEM	\$489,554	CITY OF GROVETOWN	CITY OF GROVETOWN	BEN TURNIPSEED	4210 COLUMBIA RD, BLD 3 AUGUSTA, GA 30907 (706) 863-8800	May - 18
MYRTLE STREET STORM DRAIN	\$294,434	CITY OF COLLEGE PARK	CITY OF COLLEGE PARK	HARPER ENGINEERING	4018 SUNHILL COURT WOODSTOCK, GA 30189 (404) 406-5171	May-18

2017 SANITARY SEWER REHAB - MARIETTA	\$2,060,854	MARIETTA BOARD OF WATER AND LIGHTS	MARIETTA BOARD OF WATER AND LIGHTS	ATKINS	1600 RIVEREDGE PARKWAY SUITE 700 ATLANTA, GA 30028 (678) 581-3494	Jan - 18
FAYETTEVILLE GROUNDWATER TREATMENT CENTER	\$720,017	CITY OF FAYETTEVILLE	CITY OF FAYETTEVILLE	INTEGRATED SIENCE & ENGINEERING	1039 SULLIVAN RD. SUITE 200 NEWMAN, GA 30265 (678) 552-2106	Dec - 17

RDJE, INC
Major Projects Recently Completed (continued)

Job Description	Total Contract	Customer Name	OWNER INFO	ENGINEER INFO	ENGINEER ADDRESS/PHONE #	Job End Date
PINETREE KSU OUFALL	\$1,912,243	COBB COUNTY	COBB COUNTY	ENGINEERING STRATEGIES	3855 SHALLOWFORD RD, STE 525 MARIETTA, GA 30062 (770) 429-0001	Aug-18
GOLFVIEW DRIVE DRAINAGE IMPROVEMENT PROJECT	\$1,471,656	CITY OF PEACHTREE CMT	CITY OF PEACHTREE CITY	INTEGRATED SIENCE & ENGINEERING	1039 SULLIVAN RD. SUITE 200 NEWMAN, GA 30265 (678) 552-2106	Aug-18
GODBY RD WM IMPROVEMENTS	\$175,771	CITY OF COLLEGE PARK	CITY OF COLLEGE PARK	HARPER ENGINEERING	2295 TOWNE LAKE PKWY, STE 116 WOODSTOCK, GA 30189 (404) 406-5171	Jun-18
SERENBE WWTP PHASE 2	\$1,600,000	TPA GROUP	TPA GROUP	SOUTHEASTERN ENGINEERING, INC	2470 SANDY PLAINS ROAD MARIETTA, GA 30066 (770) 321-3936	May - 18
CLAYTON MANHOLE REHAB	\$400,575	CITY OF CLAYTON	CITY OF CLAYTON	INFRATEC CONSULTANTS	310 SADDLE HILL COURT ROSWELL, GA 30075 (770) 596-1984	Apr-18
LIVWORKS, AQUATIC CT. PROM FIELD	\$400,881	TPA GROUP	TPA GROUP	SOUTHEASTERN ENGINEERING, INC	2470 SANDY PLAINS ROAD MARIETTA, GA 30066 (770) 321-3936	May-18
MT. VERNON HWY	\$526,520	MM&E	NORTH PREMIETER CONTRACTORS	NORTH PREMIETER CONTRACTORS	270 CARPENTER DRIVE, STE 700 ATLANTA, GA 30328	Aug-18
ROSEMOORE PUMP STATION	\$1,399,523	GWINNETT COUNTY	GWINNETT COUNTY	PRECISION PLANNING	400 PIKE BLVD LAWRENCEVILLE, GA 30046 (770) 338-8000	Feb-20
HISTORIC DOWNTOWN WATER SYSTEM IMPROVEMENTS	\$1,397,102	CITY OF CARTERSVILLE	CITY OF CARTERSVILLE	TURNIPSEED ENGINEERING	2255 CUMBERLAND PKWY BLDG 400 ATL, GA 30339 (770) 333-0700	Jul-19
CALADIUM DRIVE	\$700,000	RUBY COLLINS	DEKALB DEPT. OF WATERSHED MANAGEMENT	BROWN AND CALDWELL	990 HAMMOND DRIVE ATLANTA, GA 30328 (770) 673-3658	Jul-19
741 VIRGINIA CIRCLE STORM	\$856,009	ROCKDALE PIPELINE	CITY OF ATLANTA	CITY OF ATLANTA DEPT OF WATERSHED MANAGEMENT	72 MARIETTA ST. 6TH FLOOR ATLANTA, GA 30303	Sep-19
SERENBE MADDO EAST	\$1,567,279	SERENBE CH PROPERTIES, LLC	SERENBE CH PROPERTIES, LLC	SOUTHEASTERN SITE ENG	2470 SANDY PLAINS RD MARIETTA, GA 30066	Oct-19
OLDCASTLE PRECAST	\$698,781	OLDCASTLE PRECAST, INC	OLDCASTLE PRECAST, INC.	PARAMOUNT ENG, INC.	11 EAST BROAD STREET NEWMAN, GA 30263	Jan-19
2167 CONNALLY DRIVE	\$1,141,000	CITY OF EAST POINT	CITY OF EAST POINT	NA	NA	Oct-19

JACKSON 2018 SWR IMPROVEMENTS	\$765,911	CITY OF JACKSON	CITY OF JACKSON	GMC	6120 POWERS FERRY RD. NW STE. 350 ATLANTA, GA 30233	Jun-20
FLOVILLA WTR SYSTEM IMPR	\$366,796	CITY OF FLOVILLA	CITY OF FLOVILLA	CARTER & SLOOPE	6310 PEAKE RD. MACON, GA 31210	May-20
HWY 78 SWR REHAB	\$70,000	DOUGLASVILLE WSA	DOUGLASVILLE WSA	N/A	N/A	Oct-20
ELM & RAILROAD ST SWR RPL	\$145,610	CITY OF ADAIRSVILLE	CITY OF ADAIRSVILLE	RINDT-MCDUFF	334 CHEROKEE STREET MARIETTA, GA 30060 (770) 427-8123	Oct-20
KING ARTHUR FM IMP CONTRACT B	\$574,504	CITY OF LAGRANGE	CITY OF LAGRANGE	RONALD ELLIS & ASSOC	PO BOX 1150 PELHAM, AL 35124 (205) 966-8191	Oct-20
Stewart Mill Sewer Line Rehab	\$1,699,939	DOUGLASVILLE WSA	DOUGLASVILLE WSA	HAZEN	8763 HOSPITAL DRIVE DOUGLASVILLE, Ga 30134 770-920-3819	Jan-21
DEKALB PROJECT 5	\$5,000,000	GRANITE CONSTRUCTION	DEKALB DEPT. OF WATERSHED MANAGEMENT			Apr-21
JUSTARS SS REHAB	\$1,504,705	ROUNDHOUSE, LLC	ROBINS AIR FORCE BASE	CARTER & SLOOPE	6310 PEAKE RD. MACON, GA 31210	Feb-21
WINDY HILL RD WTR & SWR	\$4,276,186	CITY OF SMYRNA	CITY OF SMYRNA	CROY ENGINEERING	200 N. COBB PKWY. STE 413 MARIETTA, GA 30062	Jun-21
STEWART MILL RD SWR	\$2,000,000	DOUGLASVILLE WSA	DOUGLASVILLE WSA	N/A	N/A	Jan-21
SERENBE MADDO EAST	\$1,567,279	SERENBE	SERENBE	N/A	N/A	APR-21
VIENNA SWR SYS IMPROVEMENTS	\$503,286	CITY OF VIENNA	CITY OF VIENNA	CARTER & SLOOPE	6310 PEAKE RD. MACON, GA 31210 (478) 477-3923	Feb-21
BARNESVILLE WTR & SWR IMPRO	\$1,049,000	CITY OF BARNESVILLE	CITY OF BARNESVILLE	GOODWYN, MILLS, CAYWOOD	6120 POWERS FERRY RD. NW ATL, GA 30339 STE 350 (770) 952-2481	Jan-21
ACADEMY SPORTS SEWER LINE IMPROVEMENT	\$875,000	ATHENS-CLARKE CO	ATHENS-CLARKE CO PUD	AMT	330 RESEARCH DR ST A240 ATHENS, GA 30605	Jun-21
ATHENS REAR ARCH STREET	\$276,100	ATHENS CLARKE CO	ATHENS CLARKE CO PUD	AMT	330 RESEARCH DR ST A240 ATHENS, GA 30605	May-21
ROTTENWOOD SEWER REPLACEMENT	\$8,835,172	MARIETTA BOARD OF LIGHTS AND WATER	MARIETTA BOARD OF LIGHTS AND WATER	RINDT-MCDUFF	334 CHEROKEE STREET MARIETTA, GA 30060 (770) 427-8123	Apr-21



**CITY OF STOCKBRIDGE
PROCUREMENT DIVISION**

**BURKE STREET SEWER
REHABILITATION**

INVITATION TO BID (ITB) NO: 2021- 0009

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

Burke Street Sewer Rehabilitation

for the

CITY OF STOCKBRIDGE

C&S Project No: S9100.035



July 2021



Carter & Sloope

CONSULTING ENGINEERS

1031 Stonebridge Parkway, Watkinsville, Georgia 30677

Phone: 706-769-4119 FAX: 706-769-4546

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END OF SECTION

INVITATION TO BID

PART 1. GENERAL

1.1 COMPETITIVE COST SEALED BIDS

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective Bidders for the City of Stockbridge, Georgia's "Burke Street Sewer Rehabilitation" project. The ITB Due Date is 3:00 pm EDT on Thursday, September 30, 2021. All bids should be "Mailed" to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (September 30, 2021, at 3:00 PM). Due to COVID-19, City Hall building is currently closed to the Public. Bids may also be hand delivered to City of Stockbridge City Hall September 27, 2021, through September 30, 2021 between 10:00 a.m. and 3:00 p.m. Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting Public Bid Opening 100% online! For your convenience, this Public Bid Opening meeting will be live streamed on Thursday, September 30, 2021, at 3:00 PM, EDT via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting. Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov by 12 noon on Friday, August 27, 2021-0009 Reference: "CITY OF STOCKBRIDGE Burke Street Sewer Rehabilitation - RFP# 2021-0009". **Any bid received after said time and date will not be considered by the Owner. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days except as specifically may be provided in the Instructions to Bidders and/or by State Law.**

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

1.2 SCOPE OF WORK

The work to be completed shall consist of furnishing all labor, equipment, and material necessary to install approximately 1,650 LF of 8" and 10" DIP/PVC and FPVC Sewer by open-cut, 900 LF cured-in-place lining, 100LF jack and bore, four (4) new manholes and rehabilitation of eleven (11) manholes complete with bypass pumping, roadway replacement, earthwork, grassing, soil erosion and sediment control measures, and appurtenances necessary to provide a complete installation.

Time allotted for Substantial Completion of work is **90 consecutive calendar days**. All Work shall be completed in accordance with the plans and specifications. The Work will be awarded in **one (1) Contract**.

1.3 PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Complete digital specifications and contract documents are available at www.QuestCDN.com. You may view the digital plan documents for free by entering the Quest project number **7909178** on the website's project search page. The fee to download the digital documents is **\$30** payable through the website. Please contact QuestCDN customer support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with digital project information. Additionally, Plans and documents are on file and may be viewed at CARTER & SLOOPE, INC. Copies may be obtained from CARTER & SLOOPE, INC., 1031 Stonebridge Parkway, Watkinsville, Georgia 30677, Phone: 706/769-4119, Fax: 706/769-4546, upon payment of \$150 for Full-Size plans and contract documents and proof of registration on the QuestCDN website. All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov by **12 noon on Friday, August 27, 2021** **Reference: "CITY OF STOCKBRIDGE Burke Street Sewer Rehabilitation - RFP# 2021- 0009"**.

1.4 CONTRACTOR LICENSE

The Scope of Work as described herein is defined as "utility contracting" in accordance with O.C.G.A 43-14-2(17) so the Contractor performing the work must provide proof of a valid license by the State of Georgia as a "Utility Contractor" and must also employ a "Utility Manager" certification holder who will have oversight of all the work. **Therefore, the Contractor submitting a bid must list the license number of the Contractor performing the utility contracting on the face of the bid envelope and on the bid form and provide proof of a valid license with the bid.** See Instruction to Bidders for additional bidding requirements.

1.5 PRE-BID CONFERENCE

A non-mandatory Pre-Bid Conference will be held online at www.cityofstockbridge.com/procuredivision on Thursday, August 12th, 2021 @ 10 a.m. EST. Via Cisco WebEx. Bidders' attendance and participation in the conference is not mandatory.

Representatives of Owner and Engineer will be present to discuss the project. Bidders are strongly encouraged to attend and participate in the conference, but attendance is not mandatory. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

1.6 BONDS

Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 10% of the base bid. All bonds shall be by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability". Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

1.7 PERMITS

The status of Federal, State, and /or Local permits for this project are as follows:

<u>PERMITS/AGENCIES</u>	<u>STATUS</u>
A. Land Disturbance Permit	Not Required
B. NPDES GAR 100002 (Stormwater)	Not Required
C. GA Environmental Protection Division	Submitted
D. Georgia Department of Transportation	Submitted
E. Building Permit	Not Required

1.8 EASEMENTS & RIGHTS-OF-WAY

All easements and rights-of-way for permanent installations have been obtained or will be obtained by the Owner prior to issuing the Notice to Proceed.

1.9 FUNDING SOURCES

Funding is to be provided by local funds.

1.10 RESERVATION OF RIGHTS

Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

CITY OF STOCKBRIDGE
OWNER

END OF SECTION

INSTRUCTIONS TO BIDDERS
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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. For this project, City of Stockbridge Procurement Division, 4640 N Henry Blvd, Stockbridge, GA 30281 is the Issuing Office.
 - B. Bidder – One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
 - C. Successful Bidder – The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.
 - D. Bid – A Complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.
 - E. Addenda – Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise and to, or delete information in the original bidding documents or in previous addenda.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the **non-refundable** deposit sum, stated in the Advertisement or Invitation to Bid, may be obtained from the Issuing Office by bona fide Bidders.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use. All such documents are copyrighted by and remain the property of the Engineer.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, each Bidder must prepare the Qualifications of Bidders Documents (Section 00470) and submit the document to the Issuing Office no later than the time and date listed in the Invitation to Bid.
- 3.02 Each Bid must contain evidence of Contractor’s authority to conduct business in the state where the Work is to be performed. State Contractor license number, if applicable, must also be shown

on the Bid Form.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Part 6 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Part 6 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Part 2 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Part 6 of the Supplementary Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Part 6 of the Supplementary Conditions;
 - E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.09 Rights-of-Way and Easements: Several temporary and/or permanent rights-of-way or easements are required for this project and shown on the Drawings where needed.

ARTICLE 5 – PRE-BID CONFERENCE

~~A pre bid conference will not be held for this project.~~

5.01 *A non-mandatory Pre-Bid Conference will be held online at www.cityofstockbridge.com/procuredivision on Thursday, August 12th, 2021 @ 10 a.m. EST. Via Cisco WebEx. Bidders' attendance and participation in the conference is not mandatory.*

5.02 *Representatives of Owner and Engineer will be present to discuss the project. Bidders are strongly encouraged to attend and participate in the conference, but attendance is not mandatory. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.*

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or

permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov by 12 noon on Friday, August 27, 2021 Reference: “CITY OF STOCKBRIDGE *Burke Street Sewer Rehabilitation* - RFP# 2021-0009” Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10 percent of Bidder’s maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions. The Surety Company must be licensed in the State of Georgia with an “A” minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of “Best’s Key Ratings Guide Property Liability.”
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, if awarded, will be on the basis of Base Bid materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute item. No item of material or equipment will be considered by Engineer as a substitute or unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder and any design modifications, regulatory and/or NSF approvals, and project delays shall be at the Contractor’s expense. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 Subcontractors, Suppliers, and resumes of the project manager and project superintendent shall be submitted by the apparent Successful Bidder and any other Bidder so requested, within five days after the bid Opening. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form may be accessed ~~included with the Bidding Documents~~ online at QuestCDN.com, the City's website at <https://www.cityofstockbridge.com/default.aspx>, the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp or the Georgia Municipal Association <https://www.glga.org/SubmitListing>. *Instructions for submission are as stated in the Advertisement or Invitation to Bid.*
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.01 ~~Lump Sum~~

~~A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.~~

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum and any column of figures and the correct sum thereof will be resolved in the favor of the correct sum.

14.03 Allowances:

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

14.04 Completion Time Comparisons – NOT USED

ARTICLE 15 – SUBMITTAL OF BID

15.01 Bids must be submitted as stated in the Advertisement of Invitation to Bid.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed an opaque sealed envelop plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED – *Burke Street Sewer Rehabilitation.*” A mailed Bid shall be addressed to 4640 North Henry Blvd., Stockbridge, GA 30281.

15.03 Bids may be submitted only by entities listed on the Bid Registry of the Engineer as having obtained bidding documents from the Engineer.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn without revealing the amount of the bid by submitting an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

- 16.02 In accordance with O.C.G.A 36-91-52, if within 48 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.
- A. Such error in the calculation of the bid can be documented by clear and convincing written evidence;
 - B. Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn;
 - C. The bidder serves written notice upon the Owner either prior to the award of the contract or not later than forty-eight (48) hours after the opening of bids, excluding Saturdays, Sundays and legal holidays.
 - D. The bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or typographical error as opposed to an error in judgment; and
 - E. The withdrawal of the bid will not result in undue prejudice to the Owner or other bidders by placing them in a materially worse position than they would have occupied if the bid had never been submitted.
- 16.03 Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. Furthermore, no Bidder who is permitted to withdraw a Bid shall for compensation be allowed to supply any material or labor, or perform any subcontract or other work agreement for, the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner

will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

~~C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~

~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion (in calendar days) times the rate for liquidated damages [for other Owner-designated daily rate] (in dollars per day).~~

~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers. If two (2) negative references, or four (4) no call backs, or one (1) negative reference and two (2) no call backs occur, the Owner will deem the Contractor as non-responsible. If the Contractor or sub-contractors have not done at least three (3) projects of similar scope, the Contractor will be deemed as non-responsible.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – MODIFICATIONS OF QUANTITIES

- 22.01 If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the work to bring the costs within the available funds. The Owner also reserves the right to delete whichever items or portions of items he considers to be in the best interest of the Owner.

ARTICLE 23 – LAWS AND REGULATIONS

- 23.01 The Contractor shall comply with local, District, County, State and Federal laws applicable to the work.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

ARTICLE 24 – CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

- 24.01 Contractor shall not commence work under this contract until he has obtained all the insurance required by the Supplementary Conditions.

ARTICLE 25 – TERMINATION OF CONTRACTS

- 25.01 If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed and a prorating of the work underway, materials stored, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.

END OF SECTION

BID FORM

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BID FORM**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

CITY OF STOCKBRIDGE
MR. BRAD HOLTSINGER
4640 NORTH HENRY BLVD.
STOCKBRIDGE, GA 30281

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have

been identified in ~~SC 4.02 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions* and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in ~~SC 4.06 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions*.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. *Bidder will submit written evidence of its authority to do business in the State where the Project is located no later than the date of its execution of the Agreement.*

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for

the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 The Contractor is directed to Section 01025 – Measurement & Payment for methods and limits for payments to the Contractor for the pay items listed below:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price Proposed</u>	<u>Total for Item</u>
1.			ROCK EXCAVATION & REMOVAL		
a.	30	CY	Rock Excavation/Removal	\$75.00	\$2,250.00
2.			SOIL EROSION AND SEDIMENT CONTROL		
a.	480	LF	Sd1-S, Silt Fence – Sensitive		
			Sd2-P – Inlet Sediment Trap, Pigs in		
b.	13	EA	Blanket		
c.	2	EA	Construction Exit		
d.	80	LF	Cd-Fs, Check Dam - Filter Sock		
e.	4	EA	Cd-S, Check Dam - Stone		
f.	320	LF	Permanent Grassing		
3.			SANITARY SEWERAGE COLLECTION SYSTEM		
a.	100	LF	10” Dia. PVC SDR 26 Sanitary Sewer Construction 0.0’ – 6.1’ Cut		
b.	135	LF	10” Dia. PVC SDR 26 Sanitary Sewer Construction 6.1’ – 8.0’ Cut		
c.	130	LF	10” Dia. PVC SDR 26 Sanitary Sewer Construction 8.1’ – 10.0’ Cut		

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BID FORM

d.	145	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 10.1' – 12.0' Cut		
e.	105	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 12.1' – 14.0' Cut		
f.	80	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 14.1' – 16.0' Cut		
g.	55	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 16.1' – 18.0' Cut		
h.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 18.1' – 20.0' Cut		
i.	370	LF	8" Dia. P401 DIP Sanitary Sewer Construction 0.0' – 6.0' Cut		
j.	40	LF	8" Dia. P401 DIP Sanitary Sewer Construction 6.1' – 8.0' Cut		
k.	295	LF	8" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' – 6.0' Cut		
l.	130	LF	10" SDR 26 FPVC		
m.	860	LF	8" Cured-in-Place Pipe		
n.	60	LF	8" P401 DIP Force Main		
o.	100	LF	Jack & Bore 16" Dia. Steel Casing, 0.250" WT (carrier pipe paid under separate item)		
p.	3	EA	Standard 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' – 6.0' depth		
q.	2	EA	Doghouse 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' – 6.0' depth		
r.	50	VF	Manhole Additional Vertical Feet		
s.	185	VF	Manhole Rehabilitation		
t.	4	EA	Sewer Spot Repair		
u.	7	EA	Cut & Plug Sewer Main		
v.	1	EA	Grout Existing Pipe in Structure		
w.	1	EA	Adjust Manhole Invert		
x.	3	EA	Manhole Frame Grade Adjustment		
y.	1	EA	Abandon Manhole		
z.	3	CY	Flowable Fill		
aa.	1	LS	Aerial Sewer Creek Crossing		
bb.	1	LS	Demolish Aerial Sewer		
cc.	40	LF	8" Polyethylene Wrap		

4.	PAVING				
a.	1275	LF	Asphalt Road Repair/Replacement	_____	_____
b.	85	LF	24" Curb & Gutter	_____	_____
c.	50	SY	Concrete Sidewalk	_____	_____
5..	ALLOWANCES				
a.	Testing Allowance			\$5,000	\$5,000
b.	Supplemental Work Allowance			\$15,000	\$15,000

TOTAL BASE BID FOR ITEMS 1 – 5 INCLUSIVE, THE LUMP SUM AMOUNT OF:

Price in Words

Dollars and Cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be Substantially Complete within **90** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 10% of the Total Bid Price;
 - B. List of Proposed Subcontractors (may be submitted within 5 days of Bid Opening);
 - C. List of Proposed Suppliers (may be submitted within 5 days of Bid Opening);
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Utility Contractor License of Contractor performing the work or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Section 00470 - Qualification of Bidder

H. Section 00481 - Noncollusion Affidavit of Prime Bidder

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. *of Contractor performing the work.* _____

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

BID

Bid Due Date:

Description: Burke Street Sewer Rehabilitation

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Legal Name of Bidder. If the corporate name of Bidder has changed within the last 5 years, provide information on the previous name.
2. Permanent main office address. Provide name, address and telephone number of Bidder's corporate office, regional office(s) and subsidiaries, if any.
3. Provide name, title and biographic summary of all corporate officers.
4. If a corporation, provide year of incorporation and where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. General character of work performed by your company.
7. Contracts on hand: (List all other projects currently under contract, the current contract amounts, scheduled completion dates and contact reference names for Owners on these jobs.)
8. The Bidder must demonstrate a history of completing projects consistently on time and within the bid amount. Provide a statement that the applicant has not been involved in liquidated damages in the past five years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, provide an explanation.
9. Has Bidder ever failed to complete any work awarded to you? Provide a statement that the applicant has never failed to complete a project. If this is not the case, explain where and why.
10. The Bidder has a history of not being involved in litigation against Owners or Engineering Firms. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner or Engineering Firm in the past five years. If this is not the case, explain.
11. The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased.
12. Experience in construction work similar in importance to this project.
13. The Bidder has available project management personnel with at least five-years experience on projects with the technical characteristics listed in paragraph 17 below to

SECTION 00470-2
QUALIFICATIONS OF BIDDER

complete the project. Provide **full resumes** for proposed project manager and field superintendent who would supervise and be in charge of the project. Experience can be from previous employment but must be pertinent to technical information in Item 17 (Below). If your firm is the successful bidder, at least both of these key personnel must be actively involved in the day-to-day operations on the proposed project.

14. The Bidder has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount. Provide a statement of bonding capacity, bonding company, insurance agent contact persons, and telephone numbers.
15. The Bidder must have adequate financial capacity to build the project. Provide a statement of credit available and a bank reference including contact information for verification.
16. Will the Bidder, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Stockbridge? Yes _____ No _____
17. The Bidder shall provide Technical Experience including information about two (2) similar projects completed in the United States during the last fifteen (15) years. The projects must have a scope of work similar to what is proposed herein with this project. Also provide a listing of your last 5 projects over \$400,000 for each reference project listed include the:
 - (a) Name of project as bid; name of Owner; name of engineering firm; name, position or title, address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.
 - (b) A complete description of each project.
 - (c) The bid amount and final cost to Owner, with an explanation of cost overrun, if any, including change orders.
 - (d) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Stockbridge, Georgia in verification of the recitals comprising the Statement of Bidder's Qualifications. Dated at _____ this _____ day of _____, 20____.

(Name of Bidder)

By _____

Title _____

SECTION 00470-3
QUALIFICATIONS OF BIDDER

State of _____

County of _____

_____, being duly sworn deposes and says
that he is _____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

My Commission expires:

_____, 20____

END OF SECTION

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia

County of **Henry**

_____, being first duly sworn, deposed and says that:

- (1) He is _____ of
(owner, partner, officer, representative, or agent)
_____,
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Stockbridge** (Local Public Agency) or any person interested in the proposed Contract and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SECTION 00481-2
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary Public)

My commission expires _____

_____, 20__

END OF SECTION

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__

NOTARY PUBLIC

My Commission Expires: _____

END OF SECTION

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of sub-contractor with whom such sub-contractor has privity of contract) and _____ (name of contractor) on behalf of **City of Stockbridge** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the sub-contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-contractor shall submit, at the time of such contract, this affidavit to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Additionally, the undersigned sub-contractor will forward notice of the receipt of any affidavit from a sub-contractor to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Sub-contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

**SECTION 00485
SAVE AFFIDAVIT**

STATE OF GEORGIA

HENRY COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits", I am stating the following with respect to my ability to enter into a contract with the **City of Stockbridge**:

- 1) _____ I am a United States citizen 18 years of age or older
OR
2) _____ I am a legal permanent resident 18 years of age or older
OR
3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

This _____ day of _____, 20____.

Signature of Applicant:

Printed Name of Applicant:

* _____
Alien Registration number for non-citizens:

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

NOTARY PUBLIC

My Commission Expires: _____

* Note: O.C.G.A. § 50-36-1 (e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

THE WORK TO BE COMPLETED SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT, AND MATERIAL NECESSARY TO INSTALL APPROXIMATELY 1,650 LF OF 8” AND 10" DIP/PVC AND FPVC SEWER BY OPEN-CUT, 900 LF CURED-IN- PLACE LINING, 100LF JACK AND BORE, FOUR (4) NEW MANHOLES AND REHABILITATION OF ELEVEN (11) MANHOLES COMPLETE WITH BYPASS PUMPING, ROADWAY REPLACEMENT, EARTHWORK, GRASSING, SOIL EROSION AND SEDIMENT CONTROL MEASURES, AND APPURTENANCES NECESSARY TO PROVIDE A COMPLETE INSTALLATION.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Stockbridge - Burke Street Sewer Rehabilitation

ARTICLE 3 – THE ENGINEER

- 3.01 The Project has been designed by Carter & Sloope, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be Substantially Completed within **90** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **120** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$ 500.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$ 500.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. *Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.*

ARTICLE 5 – CONTRACT PRICE

- 5.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts ~~in current funds equal to the sum of the amounts determined pursuant to Paragraph below~~ that follow, subject to adjustment under the Contract:

- A. For all Work, a sum of:

Words

Dollars & Cents

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the

City of Stockbridge

Burke Street Sewer Rehabilitation

C & S Project No. S9100.035

July 2021

General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the ~~rate of ___ percent per annum~~ maximum legal rate.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in ~~Paragraph SC-4.02~~ Part 6 of the Supplementary Conditions ~~as containing reliable “technical data,”~~ and (2) reports and drawings of Hazardous Environmental Conditions, if any, at ~~or contiguous to~~ the Site that have been identified in ~~Paragraph SC-4.06~~ **Part 6** of the Supplementary Conditions ~~as containing reliable “technical data”.~~
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

-
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 4, inclusive).
3. Payment bond (pages 1 to 4, inclusive).
4. Other bonds (NOT USED).
5. General Conditions (pages 1 to 67, inclusive).
6. Supplementary Conditions (pages 1 to 13, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 11 sheets with each sheet bearing the following general title: Burke Street Sewer Rehabilitation- City of Stockbridge.
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

-
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

SECTION 00500-8
AGREEMENT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(Where applicable)

END OF SECTION

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): Burke Street Sewer Rehabilitation
Stockbridge, GA 30281

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner

refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
 - 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

SECTION 00610-4
PERFORMANCE BOND

- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

Carter & Sloope, Inc.
1031 Stonebridge Parkway
Watkinsville, GA 30677
706.769.4119

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): Burke Street Sewer Rehabilitation
Stockbridge, GA 30281

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

-
- 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
- 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor,

materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner’s Representative (*Engineer or other*):

Carter & Sloope, Inc.

1031 Stonebridge Parkway

Watkinsville, GA 30677

706.769.4119

CERTIFICATE OF CONTRACTOR'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the CITY OF STOCKBRIDGE, do hereby certify as follows: I have examined the foregoing contract, Contractor's insurance, and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof; and that the Contractor's insurance meets the City's and/or contract requirements.

Signature of Attorney

Date

Notice of Award

Date: _____

Project: Burke Street Sewer Rehabilitation

Owner: City of Stockbridge

Owner's Contract No.:

Contract:

Engineer's Project No.: S9100.035

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____.

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

4 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

4 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 4 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract ~~security [Bonds]~~ **Performance and Payment Bonds** as specified in the Instructions to Bidders (Article 20), **and** General Conditions (Paragraph 5.01), ~~and Supplementary Conditions (Paragraph SC-5.01)~~.
3. ~~Other conditions precedent:~~ Deliver with the executed Contract Documents the Contract Certificate of Insurance as specified in the General Conditions (Paragraph 5.03) and Supplementary Conditions (Part 8).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

City of Stockbridge
Burke Street Sewer Rehabilitation

C & S Project No. S9100.035
July 2021
Revision 0

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____ this _____ day of _____, 20 ____.
Contractor

By: _____

Title: _____

GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT
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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Related Entity*—An officer, director, partner, employee, agent, consultant, or subcontractor.
37. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
38. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
39. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required

submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
41. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
42. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
43. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
44. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
45. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
46. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
47. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
48. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
49. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
50. *Unit Price Work*—Work to be paid for on the basis of unit prices.

51. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
52. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~-six printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or

Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the *Site that Engineer has used in preparing the Bidding Documents*; and
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at *or contiguous to* the Site (except Underground Facilities) *that Engineer has used in preparing the Bidding Documents*
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or

its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of

or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general

design,

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold

harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

- 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

- 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent

submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any

variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

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- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and

responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be

that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial

arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability

of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific

applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor

invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the

Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims,

costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as

provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in

Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. ~~Ten~~ **Thirty** days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment

(for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

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SUPPLEMENTARY CONDITIONS
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**SECTION 00800
SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

PART 1. TERMS

- 1.1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

PART 2. SCOPE OF THE WORK

- 2.1 **The work to be completed shall consist of furnishing all labor, equipment, and material necessary to install approximately 1,650 LF of 8" and 10" DIP/PVC and FPVC Sewer by open-cut, 900 LF cured-in- place lining, 100LF jack and bore, four (4) new manholes and rehabilitation of eleven (11) manholes complete with bypass pumping, roadway replacement, earthwork, grassing, soil erosion and sediment control measures, and appurtenances necessary to provide a complete installation.**

PART 3. CONSTRUCTION DRAWINGS

- 3.1 The Work shall conform to the construction drawings titled: Burke Street Sewer Rehabilitation for the City of Stockbridge, GA dated July 2021 prepared by Carter & Sloope, Inc.

PART 4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 10 days after Notice to Proceed is issued. All work shall be completed within the contract times as defined in Article 4.02 of the Agreement.
- 4.2 If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the Owner does not exercise his reservations as set forth in Article 13, the Contractor shall continue the work in which event liquidated damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of \$ **500.00** per each day of delay of the work until the work is completed.

PART 5. SUBSTITUTIONS OR "OR EQUAL"

- 5.1 Substitutes may be offered in lieu of the major equipment manufacturers listed in the Technical Specifications. Submittals on "Or Equal" substitutes must be received by the Engineer within 48 hours after the Bid Opening.

SECTION 00800-3
SUPPLEMENTARY CONDITIONS

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- A. Submittals for each type of equipment proposed shall include illustrative drawings; specifications, descriptive brochures, installation lists, weights, metal thickness of principal components; drive arrangements; torques; power requirements; performance curves; installation requirements; availability of spare parts; local service capability and other items necessary for the Engineers to determine that the intent of these Specifications is to be met.
 - B. The price bid for substitute equipment shall not be used in the base bid but shall be bid as a deductible or additive alternate and listed on the forms provided in the Proposal.
 - C. Unless otherwise waived by the Owner, a five (5) year warranty shall be required on all substitute equipment/materials/systems in the form of a bond or other equivalent surety. Such warranty/surety shall be in the amount of the Contractor's purchase order, including installation and service for the substitute. Should the substitute fail to perform satisfactorily, either in mechanical integrity or in performance, the Owner can require modification or replacement or if the supplier/manufacturer fails to remedy the defects/performance the Owner may use any or all of the bond/surety to modify or replace the system or portions thereof including modifications to another process.
 - D. The Contractor shall be responsible for the substitute supplier/manufacturer's action and performance until satisfactory performance is obtained and thereafter during the one (1) year warranty period as specified in the Contract Documents. After this to cover the remaining period of the two (2) years, the Owner can take action on the system supplier's bond/surety. The bond/surety must be tended prior to approval of the substitute.
 - E. The Owner reserves the right to accept or reject any and all substitutes that may be offered.
 - F. The contract will be awarded on the basis of the lowest qualified base bid including any substitute selected by the Owner.
 - G. The adjustment in price bid for the substitute equipment shall include the cost of all re-design, the cost of structural, mechanical and electrical changes when the considered item will not fit the design, as determined by the Engineer.

C. Comprehensive Automobile Liability (under Paragraph 5.04.A.6 of the General Conditions):

- | | |
|-----------------------------|-----------------|
| 1. Bodily Injury: | |
| \$1,000,000 | Each Person |
| \$2,000,000 | Each Occurrence |
| 2. Property Damage: | |
| \$100,000 | Each Occurrence |
| or combined single limit of | \$200,000 |

7.2 Builders Risk Insurance (Fire and Extended Coverage):

100% completed value based on the insurable portion of the project.

7.3 Contractual Endorsement:

A. The Contractual Liability required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:

- | | |
|-------------------------------------|-------------------|
| 1. Bodily Injury: | |
| \$500,000 | Each Occurrence |
| 2. Property Damage: | |
| \$100,000 | Each Occurrence |
| \$N/A | Annual Aggregate |
| 3. Contractor's Pollution Liability | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | General Aggregate |

PART 8. CERTIFICATES OF INSURANCE

8.1 Certificates acceptable to the Owner shall be attached to the signed Contract Documents when they are transmitted to the Owner for execution. These certificates shall contain the statement that "Coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail".

8.2 In addition to the requirements of Paragraph 5.04 to the General Conditions, the Owner and Engineer shall be listed as Additional Insured on the Contractor's General Liability Policy and Builder's Risk in the same amounts as required by the Contractor.

PART 9. BUILDER'S RISK

- 9.1 The Contractor shall procure and shall maintain during the life of the Contract Agreement, Builder's Risk Insurance to protect the interests of the Owner, Contractor, Sub-Contractors, Engineer and Engineer's consultants against loss by fire, vandalism, malicious mischief, and all hazards included in a standard "All Risk" Coverage endorsement. The amount of the insurance shall be at all times equal or exceed the full amount of the Contract. The policies shall be in the name of the Owner and the Contractor.

PART 10. ACCIDENTS

- 10.1 The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise his superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor he proposes to use in case of an accident.

PART 11. HOLD HARMLESS CLAUSE

- 11.1 The Contractor agrees to hold harmless, indemnify and defend the Owner and his agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any and all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except that the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, his agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure that this clause is in conformity with the insurance provisions of the contract.

PART 12. CONTRACTOR'S STATUS

- 12.1 It is agreed that the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

PART 13. CONTRACTOR'S AFFIDAVIT

- 13.1 Upon completion of the work and prior to final payment and settlement of all sums due

hereunder, Contractor will furnish to Owner, a Contractor's Affidavit in the usual form submitted by Contractor under the laws of the State of Georgia to the effect that all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring that there are not outstanding claims under said contract which could become a lien on the real estate arising out of said contract.

PART 14. RESIDENT PROJECT ENGINEER

- 14.1 The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to ensure the Project quality control and conformance to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.

PART 15. ACCESS FOR INSPECTION

- 15.1 Access for inspection shall be provided for representatives of the Georgia Department of Natural Resources, Environmental Protection Division and the Georgia Department of Highways and Public Transportation.

PART 16. UTILITIES

- 16.1 Utilities such as sewer, water and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

PART 17. ADJUSTMENT OF DISCREPANCIES

- 17.1 In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started, the matter shall be submitted to the ENGINEER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment; the CONTRACTOR shall bear all of the extra expense involved.

PART 18. MEASUREMENT AND PAYMENT

- 18.1 Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

PART 19. MODIFICATION OF QUANTITIES

- 19.1 The itemized quantities shall be considered by the Contractor as the quantities required to

complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

- 19.2 When itemized quantities are not given in the Proposal, the work shown on the plans or specified shall be considered by the Contractor to be included in his contract for the lump sum price bid.

PART 20. SAFETY AND HEALTH REGULATIONS

- 20.1 The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

PART 21. SANITARY CONVENIENCES

- 21.1 The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

PART 22. UTILITY SERVICES

- 22.1 The CONTRACTOR will arrange for water service and temporary electrical service through the local agencies at his own expense.

PART 23. ENVIRONMENTAL IMPACT

- 23.1 The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

- A. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.
- B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

-
- C. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.
- D. Sedimentation: All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. Soil Erosion and sediment control measures shall include all temporary and permanent means of protection and trapping soils of the construction site during land disturbing activity. Activity covered in this contract is regulated from the Georgia Erosion and Sediment Control Act, and NPDES General Permit for Construction Activity.

PART 24. CONSTRUCTION STAKEOUT

- 24.1 The CONTRACTOR shall be responsible for construction stakeout.
- 24.2 From the dimensions and benchmarks shown on the plans the CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work prescribed in the specifications or on the Drawings, subject to such modifications as may be required to meet changed conditions or as a result of necessary modifications to the Work.
- 24.3 The CONTRACTOR shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor as may be required in laying out any part of the Work from the baselines and benchmarks.
- 24.4 It shall be the responsibility of the CONTRACTOR to maintain and preserve all benchmarks shown on the plans.
- 24.5 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the CONTRACTOR in laying out the work shall be available at all times during the progress of the work for the ready examination by the ENGINEER or his duly authorized representative.
- 24.6 The CONTRACTOR shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made.
- 24.7 The ENGINEER may make checks as the work progresses to verify lines and grades established by the CONTRACTOR and to determine the conformance of the completed work as it progresses with the requirements of Contract Documents and Drawings. Such checking by the ENGINEER or his representative shall not relieve the CONTRACTOR of his responsibility to perform all work in accordance with the Contract Documents and

Drawings and the lines and grades given therein. In the event that location marks as established by the CONTRACTOR are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

- 24.8 No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the CONTRACTOR. All such costs will be considered as incidental to the Work.

PART 25. EQUIPMENT ADJUSTMENT AND CALIBRATION

- 25.1 All mechanical and electrical equipment, including related control systems, shall be subjected to preliminary operation and testing by the CONTRACTOR before the individual facilities and systems are put into operation. Tests shall be made to determine whether the equipment has been properly assembled, aligned, adjusted, wired and connected. Any changes, adjustments, or replacement of equipment which are due to errors or omissions on the part of the CONTRACTOR or which may be otherwise necessary to comply with the requirements of this Contract, shall be done without additional cost to the OWNER. Upon completion of the checking and adjustment, the CONTRACTOR shall demonstrate that each separate piece of equipment in each system of related items of mechanical equipment and the related instrumentation and control equipment operate in accordance with the requirements of the Contract Documents. Where no specific performance requirements are stated, the test shall show that the equipment operates in accordance with normal application practice of the equipment. The demonstration test shall show that the equipment operates smoothly and without excessive noise or vibration, that the equipment is responsive to manual and automatic controls, that control and protective devices are properly set, that the equipment will run continuously when continuous operation is intended, and that the equipment will run on a controlled or intermittent basis when this operation is intended. The demonstration test for each piece of equipment shall include check out from each remote-control point. All alarm systems and safety lockout systems shall also be demonstrated for proper function along with all process instrumentation and controls.
- 25.2 The demonstration test shall be arranged by the CONTRACTOR who shall notify the ENGINEER not less than 3 days in advance of the date of the test. The CONTRACTOR shall provide personnel from the various trades involved to operate and demonstrate the equipment.

PART 26. SYSTEM START-UP

- 26.1 The CONTRACTOR shall place the various items of equipment into operation, along with the related piping and metering systems, and shall notify the ENGINEER at least 3 days in advance of the date of start-up.
- 26.2 Schedule for such start-up of the majority of the equipment and pumping systems will occur during the duration of the Contract Time and prior to final completion and acceptance of the overall project. After satisfactory start-up of these individual systems, including all of the related equipment, they will remain in continuous or intermittent operation as required.

- 26.3 All equipment and accessories shall be adjusted and calibrated prior to any start-up as specified under these Supplementary General Conditions. Any equipment placed into temporary operation prior to final completion of the total project shall be re-adjusted and/or calibrated.
- 26.4 The CONTRACTOR shall supervise, control, and be responsible for the operation and maintenance of the new equipment and/or system during a period of at least 10 days after each individual item is placed into operation. The CONTRACTOR shall furnish an adequate number of competent start-up personnel to provide supervision during these phases, however providing a State certified operator is not required. The CONTRACTOR shall remain responsible for making any required changes, repairs or replacements to the new installation during this period.

PART 27. INSTRUCTION OF OWNER'S EMPLOYEES

- 27.1 The CONTRACTOR shall provide competent personnel who fully understand the operation of the equipment to instruct the OWNER's employees in the operation and maintenance of each item and system. Such instruction shall take place prior to acceptance of the installation by the OWNER at such a time or times that are acceptable to the OWNER. The CONTRACTOR shall include the cost of this training in the bid price for this Contract. Training shall be of the on-the-job type and shall cover all areas of operation and equipment maintenance.
- 27.2 Scheduling of instruction of the OWNER's employees will be mutually agreed upon between the OWNER, CONTRACTOR and the ENGINEER.

PART 28. OPERATION AND MAINTENANCE (O & M) INSTRUCTION MANUALS.

- 28.1 See Section 01730 – Operation and Maintenance Data

PART 29. RECORD DATA AND DRAWINGS

- 29.1 The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures and other related work performed under this project. On a set of project prints provided by the Owner, the Contractor shall prepare a set of “record” drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These “record” drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

- 29.2 The Contractor shall provide the Owner with one set of red-lined prints indicating record drawing information.

PART 30. PROPERTY CORNERS

- 30.1 The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of Georgia.

PART 31. RESTORATION

- 31.1 The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easement progresses along with the pipe laying.
- 31.2 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

PART 32. MAINTENANCE DURING CONSTRUCTION

- 32.1 The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.
- 32.2 Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.
- 32.3 While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accepted and of constructing and maintaining such approaches, crossing, intersections, and other features as may be necessary without direct compensation.

PART 33. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

- 33.1 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and

streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

- 33.2 The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.
- 33.3 As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.
- 33.4 The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the CONTRACTOR.

PART 34. HIGH VOLTAGE ACT

- 34.1 The CONTRACTOR acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of this Contract.

PART 35. SIGNS

- 35.1 The Contractor shall erect a sign at a prominent location on the project site. The sign shall be constructed of 3/4-inch marine plywood, painted with white letters on green background, and maintained in good condition until completion of the project. The outside dimensions of the sign shall be 4'-0" vertical by 8'-0" horizontal and be supported by and bolted to two (2) 4" x 4" posts with the bottom of the sign at a point about four feet (4') above the ground line.

PART 36. BUY AMERICAN

- 36.1 This Contract does not have any "Buy American" requirements. Contractors are encouraged to give preference to domestic construction materials, but there is no contractual requirement to "Buy American". American Iron and Steel requirements are not applicable to this project.

END OF SECTION

SECTION 00840
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS
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SECTION 00840
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

PART 1. GENERAL

- 1.1 This section of the CONTRACT DOCUMENTS references the various forms and other documents that will become a part of these CONTRACT DOCUMENTS during the course of the WORK.

PART 2. MATERIALS

2.1 FORMS AND DOCUMENTS

- A. Application for Payment
- B. Certificate of Substantial Completion
- C. Work Change Directive
- D. Change Order
- E. Field Order
- F. Non-Influence Affidavit
- G. Statutory Affidavit

PART 3. EXECUTION

- 3.1 ENGINEER shall provide CONTRACTOR with sufficient copies of the above listed forms and/or documents where applicable for submittal by CONTRACTOR during course of the WORK. (Examples of the listed forms are included in this Section. CONTRACTOR may use these and/or Xerox copies of same for submittal).
- 3.2 ENGINEER shall use these forms for administrative and procedural duties. (Examples of the listed forms are included in this section).

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

This standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Engineer or Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the Law provides), and Contractor elects, the deposit of securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments of Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in paragraphs 2.05A and 2.07A of the General Conditions should be copied in the space indicated on the Application For Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. ENGINEER'S REVIEW

Engineer must review all Applications for Payment with care to avoid recommending any payments not yet earned by Contractor. All accompanying documentation of legal nature, such as lien waivers, should be reviewed by Owner's attorney, and Engineer should so advise Owner.

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Change Order Summary		
Approved Change Orders	Additions	Deductions
Number		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$

2. Net change by Change Orders..... \$

3. Current Contract Price (Line 1 ± 2)..... \$

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$

5. RETAINAGE:

a. X _____ Work Completed..... \$

b. X _____ Stored Material..... \$

c. Total Retainage (Line 5a + Line 5b)..... \$

6. AMOUNT ELIGIBLE TO DATE (Line 4 – Line 5c)..... \$

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$

8. AMOUNT DUE THIS APPLICATION..... \$

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$		(Line 8 or other - attach explanation of the other amount)
is recommended by:		(Engineer)	(Date)
Payment of:	\$		(Line 8 or other - attach explanation of the other amount)
is approved by:		(Owner)	(Date)
Approved by:			Funding Agency (if applicable) (Date)

Contractor's Application

Progress Estimate

For (contract):		Application Number:					
Application Period:		Application Date:					
Item Specification Section No.	A Description	B Scheduled Value	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period			
Totals							

Progress Estimate **Contractor's Application**

For (contract):		Application Number:									
Application Period:		Application Date:									
Bid Item No.	Item Description	A		B	C	D	E	F			
		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)	
		Totals									

Stored Material Summary

[illegible]

Certificate of Substantial Completion

Project: Burke Street Sewer Rehabilitation,

Owner: City of Stockbridge

Owner's Contract No.:

Contract:

Engineer's Project No.: S9100.035

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

City of Stockbridge
Burke Street Sewer Rehabilitation

C & S Project No. S9100.035
July 2021
Revision 0

SECTION 00840-9

ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Burke Street Sewer Rehabilitation	Owner: City of Stockbridge	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: S9100.035

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Engineer:	Date
---------------------------------------	------

SECTION 00840-11
ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Burke Street Sewer Rehabilitation	Owner: City of Stockbridge	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.: S9100.035	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

SECTION 00840-13

ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

Contract Price incorporating this Change Order: Contract Times with all approved Change Orders:
\$ _____ Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Burke Street Sewer Rehabilitation	Owner: City of Stockbridge	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: S9100.035

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments: _____

Engineer:

Receipt Acknowledged by Contractor:	Date:
-------------------------------------	-------

SECTION 00840-15

ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS
NON-INFLUENCE AFFIDAVIT

COUNTY OF _____

STATE OF _____

I do solemnly swear on my oath that as to the contract dated
_____, 20_____,

between

(NAME OF THE CONTRACTOR)

and the Owner I have no knowledge of the exertion of any influence or the attempted exertion of any influence on the firm on behalf of which this affidavit is made in any way, manner, or form in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid contract by any employee, officer or agent of the Owner, or any person connected with the State Government of Georgia in any way whatsoever.

This _____ day of _____, 20_____.

Signature

Title

Firm

COUNTY OF _____

STATE OF _____

Personally before me, the undersigned authority, appeared.

(NAME OF PERSON SIGNING THE AFFADIVIT)

Who is known to me to be an official of the firm of _____ who, after
being duly (NAME OF CONTRACTOR)

Sworn, stated on his oath that he had read the above statement and that the same is true and correct.

Notary Public

My Commission expires _____

This _____ day of _____, 20_____.

SECTION 00840-16

ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS
STATUTORY AFFIDAVIT

COUNTY OF _____ STATE OF _____

FROM: _____
(Contractor)

TO: _____
(Owner)

Re: Contract entered into the ____ day of _____, 20__, between the above-mentioned

Parties for the construction of Project No. _____ located at

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all materialmen, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character, including disputed claims to which the Contractor has or will assert any defense, arising out of the performance of the contract which have not been paid and satisfied in full except as listed hereinbelow:

[Instructions-ENTER THE WORD “NONE” OR LIST THE NAMES OF CLAIMANTS AND THE AMOUNT CLAIMED BY EACH]

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit for the purpose of receiving final payment in full settlement of all claims against the Owner arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

SECTION 00840-17

ADMINISTRATIVE AND PROCEDURAL ITEMS AND FORMS

This _____ day of _____, 20 ____.

Signature

Title

Firm

COUNTY OF _____ STATE OF _____

Personally before me, the undersigned authority, appeared
_____, who
(NAME OF PERSON SIGNING AFFADIVIT)

Is known to me to be an official of the firm of

_____ who, after being duly
(NAME OF THE CONTRACTOR)

Sworn, stated on his oath that he had read the above statement and that the same is true and correct.

_____ Notary Public,

My commission expires _____

This _____ day of _____, 20 ____.

SECTION 01020
ALLOWANCES
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SECTION 01020
ALLOWANCES

PART 1 – GENERAL

1.1 Cash Allowances

- A. The Contractor shall include in his lump sum Bid the Cash Allowances stated herein subject to the provisions of paragraph 11.02 of the General Conditions. These allowances shall cover manufactured equipment or services that will be provided to the Contractor by others. The Contractor shall cause the work covered by these Cash Allowances to be provided by such suppliers as the Owner may select. The Contractor's cost for handling, coordinating and any other costs that are necessary to complete these items but not specifically covered in the Allowance shall be included in the Contractor's lump sum bid. The final amount of any Allowance item listed herein shall be adjusted accordingly and any unused portion will be deducted from the contract price at the completion of the Project by change order to reflect actual cost.
- B. SCADA – The Contractor shall allow the sum of \$10,000 for Cash Allowance for SCADA. This allowance may be utilized by the Owner and/or Engineer to pay for SCADA improvements. The Contractor shall provide coordination and labor to assist the SCADA company with their installation. To receive authorization to use Allowance money to pay for testing services, the Contractor must submit invoices from the approved SCADA company with the monthly pay request for review and approval.

1.2 Supplemental Work (Contingency) Allowance

- A. The Contractor shall allow the sum of \$40,000 for Supplemental Work Additions (SWA's) and also known as Contingencies. SWA shall be utilized to incorporate cost changes for any additional authorized work into the Base Bid scope of work up to the amount budgeted above. Contract change orders shall be enforced for contract changes over and above this amount. These SWA's shall authorize the Contractor to perform addition work, but the Contractor shall perform no work until written authorization has been delivered to the Contractor by the Owner. Contractor should not expect that any allowance will be issued; SWA's shall be issued at the discretion of the Owner only. Any unused portion of the Supplemental Work Allowance will be deducted from the contract price at the completion of the project by Change Order.

PART 2 – PRODUCT (NOT USED)

PART 3 – EXECUTION

3.1 Cash Allowances

- A. Amounts stated in the allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered to the site and all applicable taxes. Contractor's costs for coordination, unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated have been included in the Contract Price lump sum and not in the allowances. No demand for additional payment on account of any thereof will be valid.

3.2 Supplemental Work Allowance

- A. The value of any additional work covered by a SWA shall be determined in one of the following ways as stated in Article 11 of the General Conditions:
 - 1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the item involved (subject to the provisions of General Conditions, paragraph 11.03.
 - 2. By mutual acceptance of a lump sum by Contractor and the Owner.
 - 3. On the basis of the cost of the work determined as provided in paragraph 11.01 of the General Conditions plus a Contractor's fee as provided in paragraph 12.01.C and 11.7 of the General Conditions.

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT
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SECTION 01025
MEASUREMENT AND PAYMENT

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. This Section describes the methods by which measurement will be made of the quantities for which payment will be made for the Project. All costs associated with project meetings, and project coordination shall be included in the unit prices listed on the Bid Form.
- B. The project is to be bid as **one (1) contract**.
- C. Defect assessment and non-payment for rejected work.

1.2 MEASUREMENT OF WORK

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Work shall be measured by the Engineer **or his representative** with assistance from the Contractor prior to preparation of a payment request by the Contractor.
- C. Unit quantities that are measured in place shall be measured monthly. The Contractor shall give the Engineer a minimum of two days notice for making all required measurements.
- D. Materials that must be measured as delivered shall be measured at the time of delivery by the Engineer or his representative; the Contractor shall provide sufficient advance notice so that such measurements can be made.
- E. Work completed shall be measured for completion against the schedule of values provided by the Contractor in accordance with the General Conditions. Related work necessary for a complete and operational job, such as relocation of mail boxes, abandonment of water mains, landscape restoration, stabilizing power poles, relocation of utilities, graveling / maintaining driveways, field engineering, traffic control, etc., not specifically identified as a pay item shall be included in the unit price bid for which the work pertains. No additional payments will be made for such activities.

1.3 ESTIMATED QUANTITIES

- A. All estimated quantities for unit price items, stipulated in the BID FORM, or other Contract Documents, are approximate and are to be used as a basis for comparing the bids submitted for the Project. The actual amounts of work done and materials

furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. The Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually furnished and the estimated amounts included in the BID FORM. The Contractor will not be paid for any work which exceeds the quantity set forth in the BID FORM without a change order issued before the work is performed unless specifically ordered in writing by the Engineer. The Contractor will provide assistance to the Engineer to check quantities and elevations when so requested.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight – Concrete reinforcing steel, ductile iron fittings, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- B. Measurement by Volume – Measured by cubic dimension using mean length, width and height or thickness.
- C. Measurement by Area – Measured by square dimension using mean length and width or radius.
- D. Linear Measurement – Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Sum/per Each Measurement – Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PROGRESS PAYMENTS

- A. Progress payments shall be based on the quantity of units installed.
- B. All items of Work not specifically listed in the Bid Schedule shall be considered incidental to the construction, and the cost of all such work and material shall be included in the prices bid for various items listed.
- C. All items listed for measurement and payment shall include all machinery, plant, materials and labor, etc., to successfully and satisfactorily complete Work specified.
- D. Payment – The Contractor will receive payment only for the items listed in the Bid Schedule of his contract, and no separate payments will be made for the work under any section of the Contract Documents except as provided for in the Bid Form. Where measurements are required to be made by the Engineer, for the payment of a pay item, the failure of the Contractor to give the adequate notification or failure of the Contractor to give the engineer assistance for the measurement shall result in the forfeiture of payment for the work or item which was not measured.

-
- E. Work to be paid for as a “Lump Sum” shall be measured for completion against the “Schedule of Values” provided by the Contractor. The “Schedule of Values” shall be submitted at the Preconstruction conference and shall include quantities and prices of items aggregating the total “Lump Sum” and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction.

PART 2. PRODUCTS

2.1 STORED MATERIALS

- A. Partial payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal and shop drawings for said materials have been approved. All costs associated with covering and protecting equipment and materials shall be bore by the contractor.

PART 3. EXECUTION

3.1 SITE CLEARING (SECTION 02230)

- A. No separate measurement or payment will be made for site clearing along the proposed utility route. Payment for all such site clearing shall be included in unit prices bid per linear foot of the various sizes and types of pipe laid as provided for in Bid Schedule.

3.2 EXCAVATING, TRENCHING, AND BACKFILL FOR UTILITY SYSTEMS (SECTION 02315)

- A. No separate measurement or payment will be made for trench earth excavation for force mains, or other pipes, nor for any other appurtenant facilities such as valves, manholes, piers, and pipe protection of encasement. Payment for all such excavation shall be included in the unit prices bid per linear foot of the various sizes and type of pipe laid as provided for in the contract Bid Schedule. Where special bedding or cradles are shown on Drawings, or required by engineer, no allowance shall be made for extending earth excavation in trenches to the bottom of such bedding or cradles.

3.3 EXCAVATION OF UNSUITABLE MATERIALS & REPLACEMENT (SECTION 02315)

- A. No separate measurement or payment will be made for excavation and replacement of unsuitable materials for sewer mains, or other pipes, nor for any other appurtenant facilities such as valves, manholes, and pipe protection or encasement. Payment for all such excavation and replacement shall be included in the unit prices bid per linear foot of the various sizes and types of pipe laid as provided for in the Bid Schedule.

3.4 ROCK REMOVAL (SECTION 02316)

A. Trench Rock

1. Measurement: Overburden may be removed prior to drilling and blasting, or if the Contractor elects, he may drill and blast prior to removing overburden. Quantities for rock removal will be made either (a) along profile of rock after overburden is removed prior to blasting, or (b) to rock line as showing inside banks if blasted prior to removal of overburden. Rock excavation will be measured for payment along the length of pipeline for a width equal to $4/3D + 12$ inches, where D is the nominal inside diameter of the pipe, the sides of the trench being considered vertical, and to a depth below the bell of the pipe as specified in Section 02316.
2. Payment: No payment will be made for rock blasted unless the measurement is made by the Engineer or his representative. Payment for excavation in solid rock under these specifications shall be made for the quantities determined in the manner specified above at the unit price per cubic yard as stated in the Bid Schedule, the price being in addition to that paid per foot of pipeline installed. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, equipment, services, and other work in connection with or incidental to the construction of this bid item.

3.5 SOIL EROSION AND SEDIMENT CONTROL (SECTION 02370)

A. Silt Fence

1. Measurement: Quantities for silt fence shall be expressed in linear feet in accordance with the plans and specifications. Silt fence used in sediment traps shall be measured and paid for under this item. Dimensions shall be measured and the quantity shall be calculated from such measured dimensions.
2. Payment: Payment for silt fence installed under these specifications shall be made for the quantities determined in the manner specified above. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, equipment, services and other work in connection with or incidental to the construction of this bid item. Specifically, this bid item shall include the costs of removing the accumulated silt to maintain effective filtration and removal of the silt fence itself after soil stabilization is achieved to the satisfaction of the Owner.

B. Inlet Sediment Trap

1. Measurement: Measurement shall be on the basis of each installed.
2. Payment: Payment for furnishing and installing Inlet Sediment Traps shall be

on the basis of the unit price in the Bid Form. Payment shall include all materials, labor, and appurtenances necessary to properly construct the Inlet Sediment Traps. Specifically, this bid item shall include the costs of removing the accumulated silt to maintain effective filtration and removal of the Inlet Sediment Trap itself after soil stabilization is achieved to the satisfaction of the Owner.

C. Checkdam

1. Measurement: Measurement of Checkdams shall be on the basis of each installed.
2. Payment: Payment for furnishing and installing the check dams shall be on the basis of the unit price in the Bid Form. Payment shall include all materials, labor, and appurtenances necessary to properly construct the check dams. Specifically, this bid item shall include the costs of removing the accumulated silt to maintain effective filtration and removal of the check dam itself after soil stabilization is achieved to the satisfaction of the Owner.

D. Construction Exit

1. Measurement: Measurement shall be on the basis of each installed.
2. Payment: Payment for furnishing and installing the construction exits shall be on the basis of the unit price in the Bid Form. Payment shall include all materials, labor, and appurtenances necessary to properly construct and maintain the construction exits. Payment shall also include removal of the construction exit once construction is complete.

E. Grassing

1. Measurement: Quantities for grassing shall be expressed in linear feet in accordance with the plans and specifications. Dimensions shall be measured along the length of the pipeline.
2. Payment: Grassing installed under these specifications shall be paid for the quantities determined in the manner specified above. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, equipment, services and other work necessary to stabilize all areas disturbed with grass and mulch.

3.6 JACK AND BORE/OPEN CUT (SECTION 02445)

- A. Measurement – Measurement of jack and bore, or open cut shall be on the basis of linear footage steel casing jacked and bored, or open cut.

B. Payment –

1. Payment for jack and bore or open cut of steel casing shall be on the basis of the unit price for linear foot of the casing size as provided in the Bid Form. Payment shall include all materials, labor and necessary extras to jack and bore or open cut the required size steel casing. Payment for carrier pipe installed shall be made separately.
2. Unit price bid shall also include cost of any additional insurance required by **Department of Transportation and/or Railroad Company** for individual crossing(s).
3. Unit price bid shall include cost of any warning signs and/or flagmen that may be required by authorities. Contractor is to determine need for such prior to submitting bid price.
4. Payment for pipeline construction in state highway or railroad rights-of-way shall be contingent upon approval and acceptance by highway department or railroad.
5. No payment shall be made for incomplete or unacceptable borings, for realignment, or for increased length for the convenience of the Contractor.

3.7 SANITARY SEWER COLLECTION SYSTEM (SECTION 02530)

A. Gravity Sewer

1. Measurement: Measurement of the sanitary sewer pipe will be on the basis of the length in feet of pipe of various depth zone classifications and measured from center of manhole to center of manhole. Depth zone measurements will be taken from the Contractor's cut sheets from existing grade to pipe invert and checked by the Engineer.
2. Payment: Payment for installing sanitary sewer will be on the basis of the unit price per linear foot on the Bid Form for each depth zone classification and shall include all work required for excavation, removing existing sewer main in the same trench, removing and replacing existing fencing, signage, etc., shoring, dewatering, bedding, haunching, backfilling, capping, tracing wire, bypass pumping and all other items necessary to properly install the pipe.

B. Manholes

1. Measurement: Measurement of manholes will be made on the basis of each installed for standard manholes of 6'-0" depth. Measurement for manhole depths greater than 6'-0" will be made of on the basis of each additional vertical foot to the nearest 0.1 foot of depth as measured from the pipe invert.

SECTION 01025-8
MEASUREMENT AND PAYMENT

2. Payment: Payment for manholes will be made at the unit price for various types. Payment shall include the cost of excavating, dewatering, constructing the manholes in accordance with the plans, bypass pumping, furnishing and installing an adjusting ring, frame and cover, outside coating and steps, backfilling and compacting the material around the manhole.

C. Force Mains

1. Measurement: Each size of force mains will be measured for each type along the pipe from center of fitting to center of fitting or end of pipe in place, without deduction for the length of intermediate fittings or valves.
2. Payment: Force mains measured as described above will be paid for at the unit price bid per linear foot for the various sizes, materials and pressure classes shown in the Bid Form. Payment shall include all labor, equipment, clearing, coatings, fittings and materials necessary to complete the work as specified. There will be no additional payment where extra depth is incurred due to valve locations, tie-ins, conflicts with other utilities or other field conditions.

D. Cured-in-Place Pipe

1. Measurement: Measurement will be on the basis of the linear footage of each size pipe that is lined as measured from end to end.
2. Payment: Payment will be made at the unit price given in the BID FORM for the actual linear footage installed for each size. Payment shall include all labor, materials, and equipment necessary to provide a new liner via the method indicated. Payment shall include all bypass pumping during the process.

E. Polyethylene Wrap

1. Measurement: Measurement shall be on the basis of the length in feet of polyethylene wrap installed.
2. Payment: Payment for polyethylene wrap will be on the basis of the unit price per linear foot on the Bid Form. Payment shall include all labor, equipment, and materials necessary for a complete installation.

F. Abandon Manhole

1. Measurement: Shall be on the basis of each abandoned.
2. Payment: Payment shall include furnishing all materials, backfilling, compaction, and all labor necessary to remove the ring and cover, and

manhole to 12" below grade, plugging all pipes with non-shrink grout, and filling the manhole with No. 57 stone.

G. Cut & Plug Sewer Pipe

1. Measurement: Measurement will be on the basis of each sewer pipe cut and plugged.
2. Payment: Cutting and plugging existing sewer mains and services will be paid for at the unit price as shown in the Bid Form. The price shall include all labor, materials and equipment to excavate the existing sewer pipes and cut and plug with non-shrink grout and all other appurtenances required to plug and abandon the existing main.

H. Flowable Fill

1. Measurement: Measurement of flowable fill will be on the basis of cubic yards installed in place.
2. Payment: Payment of flowable fill will be paid at the unit price per cubic yard installed as shown in the Bid Form. The price shall include all materials, labor, and equipment necessary to complete installation.

I. Manhole Rehabilitation

1. Measurement: Measurement will be made on the basis of each vertical foot of manhole rehabilitated as measured from the rim to the invert to the nearest 0.1 foot of depth.
2. Payment: Payment shall include the cost of bypass pumping and furnishing all labor, equipment, and materials.

J. Sewer Spot Repair

1. Measurement will be made on the basis of each repair made.
2. Payment: Payment will be paid at the unit price for each spot repair performed. The price shall include all labor and materials to correct any sewer main or sewer service negative grades, misaligned joints, collapsed pipes, etc. encountered during construction.

K. Grout Existing Pipe in Structure

1. Measurement: Measurement will be on the basis of each pipe grouted inside of an existing structure.

SECTION 01025-10
MEASUREMENT AND PAYMENT

2. Payment: Grouting around existing pipes in an existing structure will be paid for at the unit price for each pipe grouted in an existing structure. The unit price shall include all materials, labor and equipment necessary grout around an existing pipe in an existing structure.

L. Adjust Manhole Invert

1. Measurement: Measurement will be on the basis of each manhole invert that is adjusted.
2. Payment: Adjusting a manhole invert will be paid for at the unit price for each manhole invert adjusted. The unit price shall include all materials, labor and equipment necessary to raise the invert of an existing manhole to the specified elevation and meet the manhole table requirements in the design drawing details.

M. Manhole Frame Grade Adjustment

1. Measurement: Measurement will be on the basis of each manhole frame that is adjusted to grade.
2. Payment: Adjusting a manhole frame to grade will be paid for at the unit price for each manhole frame adjusted. The unit price shall include all materials, labor and equipment necessary to raise the frame and cover of an existing manhole to the specified elevation and meet the manhole frame grade adjustment requirements in the design drawing details.

N. Aerial Sewer Creek Crossing

1. Measurement: Measurement shall be on a lump sum basis.
2. Payment: Payment will be paid at the lump sum price shown in the Bid Form and shall include all materials, labor, equipment, long-span flanged pipe, concrete piers, rip-rap, erosion control, and other appurtenances required to completely install the aerial sewer creek crossing.

O. Remove Existing Aerial Sewer

1. Measurement: Measurement shall be on a lump sum basis.
2. Payment: Payment will be paid at the lump sum price shown in the Bid Form and shall include all materials, labor, equipment, grout, and other appurtenances required to completely remove the existing aerial sewer and grout up the ends flush with the bank.

P. Marking Tape

1. No separate payment will be made for tape. The cost of furnishing and placing metal detector tape shall be included in the contract unit price for installing the pipe.

Q. Tracing Wire

1. No separate payment will be made for tracing wire. The cost of furnishing and installing tracing wire shall be included in the contract unit price for installing water mains and service laterals.

R. Power Pole Stabilization

1. No separate measurement and/or payment will be made for power pole stabilization. The cost of furnishing all equipment and labor necessary for stabilizing power poles to facilitate installation of the water main and appurtenances shall be included in the contract unit price for installing water mains.

S. Temporary Obstacles

1. No extra payment will be made for temporary removal and replacement of mail boxes, signs, fences, and other miscellaneous obstacles.

T. Traffic Control

1. No extra payment will be made for traffic control including but not limited to flagmen, signage, or any other measures used to control traffic during construction.

U. Construction Stake-Out

1. No extra payment will be made for staking out utility placement, easements, rights-of-way, or earthwork along the project limits.

V. Potholing

1. No extra payment will be rendered for potholing existing utilities in order to field verify their location or to determine design constructability.

3.8 PAVING AND SITE WORK (SECTION 02741 and 02775)

A. Pavement Replacement over Trench

1. Measurement: The quantities of the various types of pavement repair for which payment will be made shall be expressed in linear feet of paving

measured along the centerline of the trench for pipe lines and appurtenances placed in or across existing paved streets or driveways. Where trench excavations cross in paved areas, the measurement shall be continuous along the centerline of the main line, with the interval being measured from the edge of trench to edge of trench or edge of pavement.

2. Payment: Payment for each type of pavement furnished and installed under these specifications shall be made for the quantities determined in the manner specified above at the applicable contract price listed in the Bid Schedule. This amount, so paid, shall be compensation in full for furnishing all labor, tools, equipment, removing existing pavement, restoring striping and other work in connection with or incidental to the construction for this bid item.

B. Curb & Gutter

1. Measurement: Measurement of 24" Concrete Curb & Gutter shall be on the basis of the actual footage of the type of curb and gutter installed.
2. Payment: Payment for furnishing and installing the curb and gutter shall be based on the unit price bid per lineal foot in the Bid Form.

C. Concrete Sidewalk

1. Measurement of concrete sidewalk shall be on the basis of square yards installed.
2. Payment shall include all equipment, labor, materials, forms, grading and incidentals to complete the task.

3.9 ALLOWANCES

A. Testing Allowance

1. The Contractor shall allow the sum as stated in Section 01020 for Cash Allowances to pay for any testing required in accordance with Section 01410. See Section 01020 for additional information.

B. Supplemental Work Allowance

1. The Contractor shall allow the sum as stated in Section 01020 for Cash Allowances to pay for any supplemental work agreed upon in accordance with Section 00700.

END OF SECTION

SECTION 01050
SURVEYING AND FIELD ENGINEERING
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**SECTION 01050
SURVEYING AND FIELD ENGINEERING**

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Work covered in this Section includes the surveying and field engineering required to complete the project and meet the provisions of this document.

1.2 QUALITY CONTROL

- A. Contractor will employ a Land Surveyor registered in the State of Georgia and acceptable to the Owner/Engineer.

1.3 SUBMITTALS

- A. Submit name, address, telephone number and registration number of surveyor prior to beginning work.
- B. Upon request, submit documentation verifying accuracy of survey work. Documentation may include, but is not limited to, original field notes, worksheets, cut sheets, etc.
- C. Submit at least two sets of prints of Record Drawings with a surveyor's certificate verifying that elevations and locations are in conformance with the contract drawings and or approved changes made there upon.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 SURVEY REQUIREMENTS

- A. Construction Staking – The Contractor shall provide all construction staking using recognized surveying and engineering practices. The surveyor will locate right-of-way lines and water main locations. The Owner will provide a suitable number of benchmarks and monuments for the Contractor to use as a reference.
- B. “Record Drawings” – Contractor shall maintain record drawings in accordance with the Supplementary General Provisions of these Contract Documents. The final “as constructed” drawings will show the horizontal location of all manholes, water lines, structures, earth embankments and ponds. All horizontal locations shall be referenced to the established coordinate systems or to existing streets, roads or major structures. The elevations of all gravity sewers, storm sewers, structure inverts, structure tops, shall be shown. The Engineer will provide two sets of plans for the

Contractor's use in completing this work.

- C. The requirements of this section will be considered incidental and no additional compensation will be allowed.

END OF SECTION

**SECTION 01060
SAFETY AND HEALTH
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**SECTION 01060
SAFETY AND HEALTH**

PART 1. GENERAL

1.1 SCOPE

- A. The Contractor's employees working on this pump station project may be exposed to raw sewage. The Contractor certifies that he is experienced and qualified to anticipate and meet the safety and health requirements of this project.
- B. Workmen involved in the installation of equipment within the pump station may be exposed to disease-producing organisms in wastewater. The Contractor shall require his personnel to observe proper hygienic precautions.
- C. Solvents, gasoline, and other hazardous materials enter the pump station with incoming sewage, and, therefore, certain areas are hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall take measures to assure his personnel observe proper safety precautions when working in these areas.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 SAFETY AND HEALTH REGULATIONS

- A. The Contractor shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue N.W., Washington, D.C. 20013.
- B. The Contractor shall also comply with the provisions of the Federal Occupational Safety and Health Act, as amended and all federal, state, county, and city codes, regulations, and standards.

END OF SECTION

SECTION 01070
ABBREVIATIONS
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SECTION 1070
ABBREVIATIONS**PART 1. GENERAL**

Wherever in these Specifications and Contract Documents the abbreviations, or pronouns in place of them are used, the intent and meaning shall be interpreted as specified herein.

1.1 ABBREVIATIONS

AA	Aluminum Association Incorporated
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturer's association
AGA	American Gas Association
AGMA	American Gear Manufacturer's association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute
ARI	Air-Conditioning and Refrigeration Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASCII	American Standard Code for Information Interchange United States of America Standards Institute
ASE CODE	American Standard Safety Code for Elevators, Dumbwaiters and Escalators American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators
CBM	Certified Ballast Manufacturers
CFR	Code of Federal Regulations
CMAA	Crane Manufacturers Association of America, Inc. (Formerly called: Overhead Electrical Crane Institute [OECI])

SECTION 01070-3
ABBREVIATIONS

CRSI	Concrete Reinforcing Steel Institute
DEMA	Diesel Engine Manufacturer's Association
DHEC	Department of Health and Environmental Control
DHI	Door Hardware Institute
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EJMA	Expansion Joint Manufacturer's Association
EPA	Environmental Protection Agency
EPD	Environmental Protection Division
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch
FEDSTDS	Federal Standards (see FEDSPECS)
FM	Factory Mutual Research
GDOT	State of Georgia Department of Transportation Standard Specifications Construction of Roads and Bridges
GDNR	State of Georgia Department of Natural Resources
HEI	Heat Exchange Institute
HI	Hydraulic Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IES	Illuminating Engineering Society
ISA	Instrument Society of America
JIC	Joint Industrial Council
MILSPEC	Military Specifications
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NEC	National Electric Code National Fire Protection Association
NBS	National Bureau of Standards
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code American National Standards Institute
NFPA	National Forest Products Association (formerly National Lumber Manufacturer's Association)
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational and Health Administration
PCI	Prestressed Concrete Institute
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBC	Standard Building Code Published by SBCCI
SBCCI	Southern Building Code Congress International
SCDOT	South Carolina Department of Transportation

SECTION 01070-4
ABBREVIATIONS

SDI	Steel Door Institute
SFPA	Southern Forest Products Association
SFPC	Standard Fire Prevention Code Published by SBCCI
SGC	Standard Gas Code Published by SBCCI
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SMC	Standard Mechanical Code Published by SBCCI
SPC	Standard plumbing Code Published by SBCCI
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction Building News, Inc.
TEMA	Tubular Exchanger Manufacturer's Association
UBC	Uniform Building Code Published by ICBO
UL	Underwriters Laboratories, Inc.
UMC	Uniform Mechanical Code Published by ICBO
UPC	Uniform Plumbing Code Published by IAPMO
USBR	Bureau of Reclamation U.S. Department of Interior Engineering and Research Center
WEF	Water Environment Federation (formerly Water Pollution Control Federation)

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

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PROJECT MEETINGS
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SECTION 01200
PROJECT MEETINGS

PART 1. GENERAL

1.1 LOCATION & PURPOSE

- A. Project meetings will be held on site as often as deemed necessary by the Owner, Engineer or his representative throughout the construction period. Meetings will normally be held monthly.
- B. The purpose of the meetings will be to discuss schedule, progress, coordination, submittals, and job-related problems.
- C. Minutes from the meeting will be issued by the Engineer. Contractor will be required to certify the minutes.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01300
SUBMITTALS
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SECTION 01300
SUBMITTALS

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Pre-Bid Submittal for Equipment and Materials
- B. Submittal Procedures
- C. Construction Progress Schedules
- D. Product Data
- E. Shop Drawings
- F. Samples
- G. Design Data
- H. Test Reports
- I. Certificates
- J. Manufacturer's Instructions
- K. Manufacturer's Field Reports
- L. Erection Drawings

1.2 RELATED SECTIONS

- A. Section 01400 – Quality Control – Manufacturers' field services and reports.
- B. Section 01701 – Contract Closeout Procedures – Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 PRE-BID SUBMITTAL FOR EQUIPMENT AND MATERIALS

- A. Equipment model numbers or catalog numbers are listed in the specifications to identify a standard or quality required in this project. Alternate equipment or materials may be utilized by and furnished by the Contractor when such equipment or material has been approved by the Owner. Pre-bid submittals shall be submitted to the Engineer at least fifteen (15) calendar days prior to the bid opening. A list of submittals for substitute equipment and materials will be issued by addendum. Submittals made less than fifteen (15) calendar days prior to the bid opening will not allow adequate time for evaluation and will not be listed in the addendum.
- B. Listing above of substitute equipment and materials does not constitute approval. Final approval will be made after bids are received if a substitute equipment or materials affects the low bids and if the substitute equipment and materials is determined to be equal to the specifications based on the pre-submittal received 15 days prior to the bid date. Alternate equipment bids shall include the cost of all changes in the structure, mechanical, electrical work, and other appurtenances,

including engineering costs from redesign, for the accommodation of such equipment, as determined by the Engineer, at the expense of the Contractor.

- C. THE PRE-BID SUBMITTALS SHALL LIST ANY AND ALL DEVIATIONS FROM ITEMS SPECIFIED, AND THE ADVANTAGES TO BE DERIVED IF THE DEVIATION IS APPROVED. IF NO DEVIATIONS ARE NOTED, IT WILL BE ASSUMED THAT NO SUCH DEVIATIONS EXIST, AND THE FINAL SUBMITTALS WILL ALLOW NO DEVIATIONS.

1.4 SUBMITTAL PROCEDURES

- A. Deliver submittals to Engineer in acceptable form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix. Resubmit as specified for initial submittal. Indicate on revised drawings all changes which have been made other than those requested by the Engineer.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents. Submittal without the Contractor's stamp will be returned to Contractor without Engineer's review.
- E. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal. Coordinate submission of related items. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
- G. Provide space for Contractor and Engineer review stamps.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals to suppliers. Instruct recipients to promptly report any inability to comply with requirements.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in PDF format within 15 days after date established in Notice to Proceed.
- B. After reviewed by the Engineer, revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated or horizontal bar chart with separate line for each major portion of work or operation section of work, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.6 PRODUCT DATA

- A. Product Data for Review:
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with Submittal Procedures article above.
- B. Submit the number of copies which the Contractor requires, plus three (3) copies which will be retained by the Engineer.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

- E. After review, distribute in accordance with the Submittal Procedures article above.

1.7 SHOP DRAWINGS

- A. Contractor shall submit shop drawings in PDF format to the Engineer for review. Contractor shall submit items that need to be submitted in hard copy (such as color samples) the number of copies which the Contractor requires plus three (3) copies. Three (3) copies will be retained by the Engineer and all remaining copies will be returned to the Contractor.
- B. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of shop drawings by Engineer shall not relieve Contractor of his responsibility for the accuracy of the shop drawings for the furnishing of all materials and equipment required by the contract even though such items may not be indicated on the shop drawings reviewed by Engineer.
- C. Shop drawings shall include applicable technical information, drawings, diagrams, performance curves, schedules, templates, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
- D. Do not use Engineer's Drawings for shop or erection purposes.
- E. Each shop drawing copy shall bear a Contractor's stamp showing they have been checked. Shop drawings submitted to the Engineer without the Contractor's stamp may be returned to the Contractor without review.
- F. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer.
- G. Schedule of Submittals – Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated submittal date and the desired approval date for each shop drawing anticipated. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

1.8 SAMPLES

- A. Samples for Review -
1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 2. After review, produce duplicates and distribute in accordance with

SUBMITTAL PROCEDURES article above.

- B. Samples for Information –
 - 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.
- C. Include identification on each sample, with full Product information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Engineer.
- E. Review samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.9 DESIGN DATA

- A. Submit for the Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.10 TEST REPORTS

- A. Submit for the Engineer's knowledge as contract administrator or for the owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.11 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.12 MANUFACTURER'S INSTRUCTION

- A. When specified in individual specification sections, submit printed instructions for

delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.

- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Refer to Section 01400 – Quality Control, Manufacturers’ Field Services article.

1.13 MANUFACTURER’S FIELD REPORTS

- A. Submit reports for the Engineer’s benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 30 days of observation to Engineer for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.14 ERECTION DRAWINGS

- A. Submit drawings for the Engineer’s benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable work may be subject to action by the Engineer or Owner.

1.15 REVIEWED SHOP DRAWINGS

- A. Engineer Review –
 - 1. Acceptable submittals will be marked “Approved.” A minimum of three (3) copies will be retained by the Engineer for Engineer’s and the Owner’s use and the remaining copies will be returned to the Contractor.
 - 2. Submittals requiring minor corrections before the product is acceptable will be marked “Furnish as Corrected.” The Contractor may order, fabricate and ship the items included in the submittals provided the indicated corrections are made.
 - 3. Submittals marked “Revise and Submit” must be revised to reflect required changes and the initial review procedure repeated.
 - 4. The “Rejected” notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
 - 5. Only two copies of items marked “Revise and Submit” and “Rejected” will

be reviewed and marked. One copy will be retained by the Engineer and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.

- B. No work or products shall be installed without a drawing or submittal bearing the “Approved” or “Furnish as Corrected” notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer’s stamp.
- C. Substitutions – In the event the Contractor obtains the Engineer’s approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor’s own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the “Approved” or “Furnish as Corrected” notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer’s review shall not relieve the Contractor of the responsibility of errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.

1.16 SUBMITTAL CHECKLIST (Not Used)

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01400
QUALITY CONTROL
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SECTION 01400
QUALITY CONTROL

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance – control of installation
- B. Tolerances
- C. References and standards
- D. Testing laboratory services
- E. Manufacturer's field services

1.2 RELATED SECTIONS

- A. Section 01300 – Submittals – Submission of manufacturers' instructions and certificates.
- B. Section 01410 – Testing Services.

1.3 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instruction conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES AND STANDARDS

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, date for receiving bids, date of Owner-Contractor Agreement when there are no Bids, date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES

- A. Contractor will appoint and employ services of an independent firm to perform testing. Contractor shall pay for testing services required by the specifications.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Owner.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Owner.
- D. Reports will be submitted by the independent firm to the Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design, mix, equipment, tools, storage, safe access, and assistance by incidental labor as

requested.

1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services.
 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing does not relieve Contractor to perform work to contract requirements.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be made by the Contractor.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01300 – SUBMITTALS, MANUFACTURER'S FIELD REPORTS article.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification

sections.

- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 01410
TESTING SERVICES
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SECTION 01410
TESTING SERVICES

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Selection and Payment
- B. Contractor Submittals
- C. Testing Agency Responsibilities
- D. Testing Agency Reports
- E. Limits on Testing Authority
- F. Contractor Responsibilities
- G. Schedule of Tests

1.2 RELATED SECTIONS

- A. Testing and approvals required by public authorities.
- B. Section 01300 – Submittals – Manufacturer’s Certificates.
- C. Section 01701 – Contract Closeout – Project Record Documents.

1.3 REFERENCES

- A. ASTM C 802-87 – Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction.
- B. ASTM C 1077-92 – Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- C. ASTM C 1093-88 – Practice for Accreditation of Testing Agencies for Unit Masonry.
- D. ASTM D 290-85 – Recommended Practice for Bituminous Mixing Plant Inspection.
- E. ASTM D 3740-92 – Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- F. ASTM D 4561-86 – Practice for Quality Control Systems for an Inspection and

Testing Agency for Bituminous Paving Materials.

- G. ASTM E 329-93 – Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
- H. ASTM E 543-93 – Practice for Determining the Qualification of Nondestructive Testing Agencies.
- I. ASTM E 548-93 – Practice for Preparation of Criteria for Use in the Evaluation of Testing Laboratories and Inspection Bodies.
- J. ASTM E 699-79 (Reapproved 1991) – Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

1.4 SELECTION AND PAYMENT

- A. The Contractor will employ and pay for services of an independent testing agency or laboratory to perform specified testing.
- B. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of practices listed in paragraph 1.3.
- B. Laboratory – Authorized to operate in State in which Project is located.
- C. Laboratory Staff – Maintain a full-time specialist on staff to review services.
- D. Testing Equipment – Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full-time specialist and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.7 TESTING AGENCY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified sampling and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional tests required by Engineer.
- G. Attend Preconstruction meetings and progress meetings.

1.8 TESTING AGENCY REPORTS

- A. After each test, promptly submit two copies of report to Engineer and to Contractor.
- B. Include –
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date and time of sampling or inspection
 - 5. Identification of product and specifications section
 - 6. Location in the Project
 - 7. Type of inspection or test
 - 8. Date of test
 - 9. Results of tests
 - 10. Conformance with Contract Documents
- C. When requested by Engineer, provide interpretation of test results.

1.9 LIMITS ON TESTING AUTHORITY

- A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency or laboratory may not approve or accept any portion of the Work.

- C. Agency or laboratory may not assume any duties of Contractor.
- D. Agency or laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Deliver to agency or laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel and provide access to the Work and to manufacturer's facilities.
- C. Provide incidental labor and facilities –
 - 1. To provide access to work to be tested
 - 2. To obtain and handle samples at the site or at source of Products to be tested
 - 3. To facilitate tests
 - 4. To provide storage and curing of test samples
- D. Notify Engineer and laboratory 48 hours prior to expected time for operations requiring testing services.

1.11 SCHEDULE OF TESTS

The list below is given for convenience. See each section for complete requirements.

Section	Test	Frequency	Date	Performed By	Notes
02200 – Earthwork					
	Compact				
	Unpaved	1 test per horizontal layer per 10,000 SF of fill area			
	Paved	1 test per horizontal layer per 5,000 SF of subgrade			
	Proof Rolling	As necessary			
02530 – Wastewater Collection System					
	Deflection	All lines must show 80% of full circle of reflected or lantern light between manholes.			
	Television Inspection of Sewers	If air test cannot be completed, i.e. sewer main is active prior to testing.			
	Gravity Sewer Pipes	Low Pressure Air Test			
	Force Main (PVC & DIP)	1.5 times the working pressure (not less than 150			

SECTION 01410-6
TESTING SERVICES

Section	Test	Frequency	Date	Performed By	Notes
		psi) conducted for two (2) hours			
	Manholes	Vacuum test			
	Compaction				
	Traffic Areas	1 per 100 LF or less (each crossing) for each 4 ft. of depth			
	Non-Traffic Areas	1 per 1,000 LF or less for each 6ft. of depth			

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

**SECTION 01510
TEMPORARY UTILITIES
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SECTION 01510
TEMPORARY UTILITIES

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain temporary utilities required for construction and remove upon completion of work.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.
- C. Comply with County Health Department Regulations.

PART 2. PRODUCTS

2.1 GENERAL

- A. Materials may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation.
- B. The Contractor shall be responsible for the costs of all items necessary for the installation, distribution and maintenance of temporary power. The costs of these items shall be factored into the project unit prices. Obtain and pay for permits and inspections as may be required.

2.3 TEMPORARY WATER

- A. Water used for flushing and hydrostatic testing of water systems shall be potable water unless otherwise approved by the Engineer. Water used for hydrostatically testing tanks for water tightness and leakage shall be potable water unless non-potable water is approved by the Engineer.
- B. Contractor shall arrange with Owner locations for obtaining water, and furnish and install all equipment, pipe, meters, valves and accessories as required and/or

specified for use of that water. All potable and non-potable water used during construction must be metered, paid for and not wasted by the Contractor. If used meters are temporarily furnished and installed by the Contractor during construction, proof of recent calibration must be provided to the Engineer.

- C. Install at each and every connection to the Owner's potable water supply a backflow preventer meeting the requirements of AWWA C510, latest revision. Protect piping and fittings against freezing as applicable to the work site.
- D. The Contractor shall pay all costs necessary to provide water for temporary potable use for construction trailers, etc. at the site including but not limited to, any temporary or permanent piping, hoses and/or yard hydrants needed in order for the Contractor to execute his work. Contractor shall also pay for all costs necessary to provide potable water used for flushing and hydrostatic testing.
- E. Restore existing and permanent facilities used for temporary purposes to original condition.
- F. Restore existing and permanent facilities used for temporary purposes to original condition.

2.4 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide temporary sanitary facilities at such places as approved by the Owner and in compliance with applicable laws and regulations.
- B. Contractor shall pay all costs for installation, maintenance, and removal of temporary sanitary facilities.
- C. Provide facilities at time of site mobilization and modify and extend service as work progresses. Toilet facilities shall be enclosed, portable, self-contained units or temporary water closets and urinals, secluded from public view. Clean areas of facilities weekly and maintain in a sanitary condition. Provide toilet paper, paper towels, and soap in suitable dispensers.

PART 3. EXECUTION

3.1 GENERAL

- A. Comply with applicable codes and standards.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.

3.2 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.

END OF SECTION

SECTION 01560
ENVIRONMENTAL CONTROLS
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SECTION 01560
ENVIRONMENTAL CONTROLS

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Contractor shall furnish all material and labor for the installation and maintenance of the environmental control measurements throughout the project.

1.2 SITE MAINTENANCE

- A. The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

1.3 TEMPORARY DAMS

- A. Except in time of emergency, earth dams are not acceptable at catch basin openings, local depressions, or elsewhere. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary to protect the work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as they are no longer necessary.
- B. Dams shall not interfere with the existing storm drainage system.

1.4 AIR POLLUTION CONTROL

- A. The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water, in amounts which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods.

1.5 NOISE CONTROL

- A. Between 7:30 PM and 7:00 AM, noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dBA at a distance of 50 feet from the noise source.

1.6 EROSION CONTROL

- A. All points of concentrated runoff from rainfall shall be visually monitored to

determine that no eroded material from the construction site is being deposited in the adjacent ditches, lakes, and canals. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention ponds.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01569
SAFETY IN WASTEWATER WORKS
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SECTION 01569
SAFETY IN WASTEWATER WORKS

PART 1. GENERAL

1.1 SCOPE

- A. The Contractor shall be responsible for conducting all Work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public.
- B. All construction shall be conducted in accordance with the latest applicable requirements for Part 1926 of the Occupational Safety and Health Act, Safety and Health Regulations for Construction, section 107 of the Contract Work Hours and Safety Standards Act, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the Work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the Work and the precautions necessary to conduct the Work safely.
- E. The Contractor shall bear all risks associated with performing the Work and shall fully indemnify and hold harmless the Owner.

1.2 SPECIAL REQUIREMENTS

- A. The Contractor's attention is directed to the fact that construction activities involving sanitary sewer systems will occasionally involve work in potentially hazardous environments in which oxygen deficient, toxic or explosive conditions may exist. Additional hazards arise from the presence of pathogens in the wastewater and from the slime and scum layer that coat walking, working and other surfaces. In dealing with these hazards, the Contractor shall take special precautions to ensure worker safety. Such precautions shall include, but are not limited to, the following, as applicable:
 - 1. Installing temporary forced air ventilation equipment and ducts for fresh air in enclosed areas.
 - 2. Using pneumatic tools and equipment instead of electric-driven equipment in hazardous areas.
 - 3. Avoiding the use of cutting torches, field welding and grinders in hazardous areas.

SECTION 01569-3
SAFETY IN WASTEWATER WORKS

4. Cleaning and disinfecting working surfaces with hot water, high pressure washers prior to commencing work.
 5. Installing sealed wooden baffles or bulkheads to isolate working areas from hazardous atmospheres.
 6. Providing portable oxygen meters, combustible gas detectors and hydrogen sulfide detectors to continuously monitor the atmosphere in enclosed working areas.
 7. Providing safety harnesses, safety lines and recovery crews for workers in hazardous areas.
 8. Providing self-contained breathing apparatus with spare air cylinders for workers in hazardous areas.
 9. Providing dry chemical fire extinguishers and connected fire hoses in areas where a danger of fire or explosion exists.
 10. Providing adequate, oxygen-equipped, first aid facilities.
 11. Providing suitable wash-up areas and facilities for workers.
 12. Installing temporary lighting using explosion-proof fixtures in hazardous environments.
 13. Installing approved warning and hazard signs and posting safety procedures.
 14. Instructing all workers as to the hazards present, the procedures to be followed and the proper function and use of all safety and emergency equipment furnished.
- B. Prior to entering or commencing work in a hazardous area, the Contractor shall ensure that all safety and emergency equipment is in place and in satisfactory operating condition.

END OF SECTION

SECTION 01570
TRAFFIC CONTROL
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SECTION 01570
TRAFFIC CONTROL

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Contractor shall furnish all materials and labor for the installation and continuous maintenance of traffic control devices throughout the project.
- B. This item of work shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this project.
- C. Upon completion of work, warning devices are to be removed by the Contractor. If devices remain on site longer than ten (10) days after project completion, they shall be removed by the Owner and become his property.

1.2 SAFETY

- A. The governing factor in the execution and staging of work for this project is to provide the public with the safest possible travel conditions along the roadway through the construction zone. The contractor shall arrange his operation to keep the closing of any lane of a roadway to an absolute minimum.
- B. No work shall be started on any phase of the project until all appropriate traffic control devices are in place and in operation.
- C. Contractor is to take all practical precautions to maintain traffic flow and provide safety of workers and the general public.
- D. At the end of each workday, contractor is to clear the roadway of all dirt and debris and add additional safety devices to maintain safe travel lanes.
- E. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic.

1.3 REFERENCES

- A. Manual for Uniform Traffic Control Devices (MUTCD) (latest edition).
- B. GDOT Standard Specifications for Construction of Roads and Bridges, Section 150 (latest edition).
- C. GDOT Standard Construction Details (latest edition).

PART 2. PRODUCTS

2.1 PRODUCTS

- A. Traffic Control Devices include – signs and their supports, signals, pavement markings, barricades with sandbags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.
- B. All Traffic Control Devices used on this project shall conform to the plans, DOT Construction Details and Specifications, and MUTCD. No modifications will be allowed without prior written approval of the Engineer.
- C. Traffic Control Devices shall be in proper, acceptable condition when in use. Devices which are unclear, damaged, or not correctly positioned shall be promptly restored to fully operational condition.

PART 3. EXECUTION

3.1 EXECUTION

- A. Contractor is to either prepare and provide a traffic control plan for the Engineer's review prior to the Preconstruction Meeting or utilize the prepared traffic control plan when provided with the drawings.
- B. The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall cover all Traffic Control Devices which are inconsistent with detour or lane assignment patterns during the transition from one construction stage to another.
- C. Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.
- D. All existing highway signs removed from construction shall be replaced as soon as the conditions which necessitate such removal have been cleared.
- E. No highways, streets, or roadways shall be closed without first obtaining permission from the proper authorities. If lanes of traffic are closed, the Contractor shall provide necessary certified flagman. Certification shall be obtained from the Georgia Department of Transportation.
- F. When applicable the Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement

necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the contractor shall remove all Traffic Control Devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor.

- G. The Contractor shall ensure all Traffic Control Devices installed by him are operational 24 hours a day, including weekends and holidays. Provide additional inspections at regular intervals.
- H. When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the Engineer.
- I. Private driveways and parking areas shall be accessible at all times unless temporary closings are necessary for construction work and the contractor has notified the affected individuals and has approval from them.
- J. Contractor is fully responsible of notifying all authorities of closures a minimum of 24 hours before the closure (Police, Fire, Ambulance, Board of Education, Post Office, etc.).
- K. If trenches are to remain open overnight, or for an extended period of time, Contractor is to provide heavy-duty cover plates to allow vehicles access.
- L. Steel plates shall not be used on streets with a posted speed greater than 45 mph. For all other streets the following controls shall apply to the use of steel plates:
 - 1. Shall completely cover the pavement cut or excavation.
 - 2. Shall be adequately secured by asphaltic patching material (cold mix) or Hilti type anchors and shall provide a safe and reasonable transition (minimum 12" taper) to the adjoining roadway surface.
 - 3. Shall be limited to 4 consecutive days unless written approval is granted by the Owner or Engineer.
 - 4. Temporary traffic control warning signs shall be posted in advance warning motorist about plates in roadway in accordance with the MUTCD.

If for any reason the plate is deemed a safety hazard, it shall be removed immediately, or the hazard rectified to the satisfaction of the Owner or Engineer. If the Contractor fails to adhere to the above controls, the Owner retains the right to remove the plate and perform the necessary work to adequately restore the roadway at the expense of the Contractor.

- M. Delays to the Contractor caused by complying with these requirements will be

considered incidental to the item for traffic control and protection, and no additional compensation will be allowed.

END OF SECTION

SECTION 01605
SHIPMENT, PROTECTION, AND STORAGE
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SECTION 01605
SHIPMENT, PROTECTION, AND STORAGE

PART 1. GENERAL

- A. Equipment, products and materials shall be shipped, handled, stored, and installed in ways which will prevent damage to the items. Damaged items will not be permitted as part of the work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the Engineer.

PART 2. PRODUCTS

2.1 PIPE

- A. Pipe and appurtenances shall be handled, stored, and installed as recommended by the manufacturer. Pipes with paint, tape coatings, linings or the like shall be stored to protect the coating or lining from physical damage or other deterioration. Pipes shipped with interior bracing shall have the bracing removed only when recommended by the pipe manufacturer.

PART 3. EXECUTION

3.1 EQUIPMENT

A. Package and Marking

- 1. All equipment shall be protected against damage from moisture, dust, handling, or other cause during transport from manufacturer's premises to site. Each item or package shall be marked with the number unique to the specification reference covering the item.
- 2. Stiffeners shall be used where necessary to maintain shapes and to give rigidity. Parts of equipment shall be delivered in assembled or subassembled units where possible.

B. Identification

- 1. Each item of equipment and valve shall have permanently affixed to it a label or tag with its equipment or valve number designated in this contract. Marker shall be of stainless steel. Location of label will be easily visible.

C. Shipping

- 1. Bearing housings, vents and other types of openings shall be wrapped or otherwise sealed to prevent contamination by grit and dirt.
- 2. Damage shall be corrected to conform to the requirements of the Contract before the assembly is incorporated into the work. The Contractor shall bear

the costs arising out of dismantling, inspection, repair, and reassembly.

D. Factory Applied Coatings

1. Unless otherwise specified, each item of equipment shall be shipped to the site of the work with the manufacturer's shop applied epoxy prime coating as specified in Section 09900. The prime coating shall be applied over clean dry surfaces in accordance with the coating manufacturer's recommendations. The prime coating will serve as a base for field-applied finish coats. Electrical equipment and materials shall be painted by manufacturer.

E. Storage

1. During the interval between the delivery of equipment to the site and installation, all equipment, unless otherwise specified, shall be stored in an enclosed space affording protection from weather, dust and mechanical damage and providing favorable temperature, humidity and ventilation conditions to ensure against equipment deterioration. Manufacturer's recommendations shall be adhered to in addition to these requirements.
2. Equipment and materials to be located outdoors may be stored outdoors if protected against moisture condensation. Equipment shall be stored at least 6 inches above ground. Temporary power shall be provided to energize space heaters or other heat sources for control of moisture condensation. Space heaters or other heat sources shall be energized without disturbing the sealed enclosure.

F. Protection of Equipment after Installation

1. After installation, all equipment shall be protected from damage from, including but not limited to, dust, abrasive particles, debris and dirt generated by the placement, chipping, sandblasting, cutting, finishing and grinding of new or existing concrete, terrazzo and metal; and from the fumes, particulate matter, and splatter from welding, brazing and painting of new or existing piping and equipment. As a minimum, vacuum cleaning, blowers with filters, protective shieldings, and other dust suppression methods will be required at all times to adequately protect all equipment. During concreting, including finishing, all equipment that may be affected by cement dust must be completely covered. During painting operations, all grease fittings and similar openings shall be covered to prevent the entry of paint. Electrical switchgear, unit substation, and motor load centers shall not be installed until after all concrete work and sandblasting in those areas have been completed and accepted and the ventilation systems installed.

END OF SECTION

SECTION 01700
RESTORATION OF IMPROVEMENTS
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SECTION 01700
RESTORATION OF IMPROVEMENTS

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Work included in this section consists of but is not limited to: the restoration of pavement (asphalt, concrete and granular), striping, driveways, concrete curbs and gutters, sidewalks, fences, mailboxes, walls, underground and above ground utilities, repair, replacement, stabilization and/or relocation. Restoration of the landscaping, i.e., shrubs, trees and grassing, is also part of this work.
- B. The CONTRACTOR shall visit the site prior to submitting a bid and become familiar with the existing conditions. No additional compensation or time extensions will be given due to the contractor's execution of the work described above.
- C. No separate payment will be made for work covered under this section unless there is a specific line item for it on the bid form. Costs should be included with the price bid for other items.

1.2 QUALITY ASSURANCE

- A. The CONTRACTOR shall notify the Utility Protection Center at least 72 hours prior to beginning any construction. Dial 811 or call TOLL FREE 1-800-282-7411, 7:00 A. M. to 4:30 P.M., Monday through Friday.
- B. Any existing site improvements damaged during construction will be repaired at the CONTRACTOR's expense, to its existing condition or as directed by the ENGINEER.

1.3 REFERENCES

- A. Standard Specifications, Construction of Roads and Bridges, Latest Edition - Department of Transportation, State of Georgia, will be used for items of work not covered by these specifications or not shown on the drawings.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Existing materials may be reused when restoring the construction site to original condition unless those materials have been damaged or deteriorated in any way. If material cannot be reused as determined by the Engineer, it shall be replaced with new material of like type.

PART 3. EXECUTION

3.1 GENERAL

- A. Particular care shall be taken to minimize disturbance to existing site improvements within the limits of construction. The CONTRACTOR will take whatever measures are necessary to prevent damage which may include, but is not limited to, erection of barriers, tree protective fencing, shoring and bracing of excavations and staging of the construction.

3.2 CONSTRUCTION

- A. All work will proceed in an orderly sequence and the construction will be done in a workmanlike manner. No excavations will be allowed to remain open overnight and they will either be properly backfilled or covered with steel plates to allow safe crossing of trenches by vehicles and/or pedestrians.

3.3 MAINTENANCE

- A. The CONTRACTOR will notify the ENGINEER to inspect restored areas as soon as construction is complete, and no further disturbances/damages would be likely to occur.
- B. The CONTRACTOR shall warrant the work free from defects of material and workmanship for a period of one year after acceptance.
- C. Clean up work areas by removing any scraps, rubbish or surplus material and dispose of them properly off the project site. Wash and hose down paved surfaces to remove all mud, debris, and other extraneous material, just prior to final inspection.

END OF SECTION

SECTION 01701
CONTRACT CLOSEOUT PROCEDURES
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SECTION 01701
CONTRACT CLOSEOUT PROCEDURES

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for final acceptance.

1.2 RELATED REQUIREMENTS

- A. Section 01300 – Submittal
- B. Section 01720 – Project Record Documents
- C. Section 01730 – Operation and Maintenance Data
- D. Section 01740 – Warranties and Bonds

1.3 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the work substantially complete, he shall prepare a punch list of uncompleted items and send to the Engineer for review. At the same time, the Contractor shall request in writing that the Engineer schedules a pre-final inspection.
- B. The Engineer will review the punch list submitted by the Contractor and determine if the project is substantially complete.
- C. If the Engineer determines that the project is not substantially complete, he will notify the Contractor in writing which items need to be finished before the project can be considered substantially complete. The Contractor shall continue working to complete all punch list items and resubmit a revised punch list when he considers the work is substantially complete.
- D. When the Engineer determines that the work is substantially complete, he will schedule a pre-final inspection with the Owner, Contractor and Engineer. A final punch list will be prepared at this time.
- E. After all punch list items have been completed, the Contractor shall send a request in writing to the Engineer to schedule a final inspection. When all punch list items are complete, the Engineer will issue a certificate of substantial completion.

1.4 FINAL COMPLETION

- A. When the Contractor considers that all of the work is complete, he shall submit the following certificates:

SECTION 01701-3
CONTRACT CLOSEOUT PROCEDURES

-
1. All work has been completed and inspected for compliance with the Contract Documents and all deficiencies listed with the certificate of substantial completion have been corrected.
 2. All equipment and systems have been tested, adjusted and are fully operational.
 3. Owner's personnel have been fully instructed in the operation of all equipment (include sign off for each system).
 4. Work is complete and ready for final inspection.
- B. Should Engineer's inspection find work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a request for another final inspection.
- D. When Engineer finds work is complete, he will process final pay request documents.

1.5 REINSPECTION FEES

- A. Should status of completion of work require reinspection by Engineer due to failure of work to comply with Contractor's claims on pre-final or final inspection, the Owner will back charge the Contractor for each extra reinspection required of the Engineer. The Contractor shall reimburse the Owner by certified check prior to final payment of retainage.

1.6 CLOSEOUT SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities –
1. Certificate of Occupancy as required by local codes.
 2. Certificates of Inspection approvals required for plumbing, mechanical and electrical systems as required by local codes if applicable.
- B. Project Record Documents – Under provisions of Section 01720.
- C. Operation and Maintenance Data – Under provisions of Section 01730.
- D. Warranties and Bonds – Under provisions of Section 01740.
- E. Evidence of Payment and Release of Liens (2 copies) – In accordance with Conditions of the Contract.
- F. Consent of Surety to Final Payment (2 copies) – Consent of Surety is to be sent by Surety directly to Carter and Sloope to the attention of the Project Engineer.
- G. Contractor's Warranty (2 copies)
- H. Statutory Affidavit (2 copies)

I. Non-Influence Affidavit

J. EPD Inspection Reports

1.7 APPLICATION FOR FINAL PAYMENT

- A. Prior to application for final payment, the Contractor shall give the Engineer a list of all additions or deletions not previously approved by change order.
- B. The Engineer will review this list and prepare a final closeout change order for the items that are justified by the terms of the contract or approved by field order.
- C. After approval of the final closeout change order the Contractor may submit his application for final payment.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

PROJECT CLOSE OUT FORM
CHECK-OFF LIST

Document Received**	Number of Copies	Date
Contractor's Warranty	2 Originals	
Statutory Affidavit	2 Originals	
Non-Influence Affidavit	2 Originals	
Daily Observation Reports	2 Copies	
EPD Inspections	2 Copies	
Consent of Surety to Final Payment	2 Copies	
Record Drawings	1 Copy	
Testing Reports	2 Copies	
Waterline Disinfection Report	2 Copies	
Certificate of Insurance Coverage for Warranty Period	2 Copies	

END OF SECTION

SECTION 01710
FINAL CLEANUP
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**SECTION 01710
FINAL CLEANUP**

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Final clean up of site and roadway.

1.2 DESCRIPTION

- A. Execute clean-up prior to inspection for Substantial Completion of the Work.

1.3 DISPOSAL REQUIREMENTS

- A. Remove and dispose of waste materials, rubbish, debris and trash in compliance with provisions of governing laws, codes, ordinances and regulations.
 - 1. Do not burn or bury rubbish, trash, debris and waste materials on Project site.

PART 2. PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3. EXECUTION

3.1 PERIODIC CLEANING

- A. On a regular and frequent basis during progress of work, perform cleaning necessary to keep Project site and adjacent properties free from unsightly and unsafe accumulation of scrap and waste materials, debris, rubbish and trash resulting from construction operations.
 - 1. Provide sufficient trash bins and containers for collection of scrap and waste material, debris, rubbish and trash.
 - 2. Provide separate, closeable top metal containers for collection of oil and paint-soaked rags; empty volatile substance cans and other waste products

- subject to spontaneous combustion.
- 3. Designate approved eating areas and provide covered containers conforming to local health codes for collection of wastepaper and leftover foodstuffs. Enforce usage of containers by workmen.
- B. Dispose of scrap and waste materials, debris, rubbish and trash by one of the following optional methods:
 - 1. Provide services of company regularly engaged in refuse disposal operations, including usage of large metal dump-type trash containers.
 - 2. Use own forces and equipment for loading, hauling and disposal.
- C. Remove accumulations of scrap and waste materials as bins and containers are filled and not less than once per week.
 - 1. Remove containers containing products subject to spontaneous combustion daily.
 - 2. Remove containers containing wastepaper and leftover foodstuff daily.
 - 3. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off Project site.
 - 4. Dispose of no materials in waterways.

3.2 DUST CONTROL

- A. Site Work – When working on unpaved or torn up streets, Contractor shall maintain a water truck on site for dust control. All dusty work sites in residential areas shall be watered at least twice per day and whenever directed by the Owner's representative.

3.3 FINAL CLEANING

- A. Site Work
 - 1. All piles of dirt and rocks are to be removed from the work areas.
 - 2. All disturbed areas are to be grassed and mulched according to these specifications.
 - 3. All construction debris is to be removed to an approved disposal site.
 - 4. All streets are to be swept with a mechanical sweeper.

3.4 INSPECTION

- A. Prior to acceptance by Owner of any designated portion of Work, conduct inspection in presence of Owner to verify work is properly clean and ready for acceptance by Owner.

END OF SECTION

SECTION 01720
PROJECT RECORD DOCUMENTS
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SECTION 01720
PROJECT DOCUMENTS

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in General Conditions, Maintain at the site for Owner, two record copies of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Approved Change Orders, field orders or other modifications to the Contract
 - 5. Approved shop drawings, product data, and samples
 - 6. Field test records
 - 7. Inspection Certificates
 - 8. Manufacturer's certificates
- B. Store Record Documents and samples in Field Office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples. Records should be stored in a clean dry area with easy access.
- C. Document Files –
 - 1. Contract Drawings shall be maintained in a hanging stickfile.
 - 2. Specifications, addenda and Change Orders shall be filed in a "Banker Box" type file with hanging file folders.
 - 3. Shop drawings shall be filed in "Banker Box" hanging file with a separate file folder for each item. The Contractor shall maintain an index of shop drawings in the first folder. Each folder shall be labeled with the name of the item and the specifications and/or drawing number.
 - 4. Field tests and inspection certificates shall be maintained in separate file folders.
 - 5. All labels or indexes shall be typed or printed.
- D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and samples available for inspection by Engineer.

1.3 RECORDING

- A. Record information on clean sets of drawings and contract specifications. Label each sheet of the Project Record Drawings in the lower right corner with the neatly printed words “PROJECT RECORD DRAWINGS.”
 - 1. Two (2) sets of Contract Documents and Drawings will remain clean without mark-up for record purposes. Contractor shall use an additional set for marking measurements, on-site changes, items of construction that are actually used, and other conditions as they are encountered during the course of the Work. This marked-up set of Contract Documents and Drawings shall consist of red-lined copies of plans and shop drawings, shall indicate actual field dimensions, shall represent the work as actually constructed, and shall be recorded on a daily basis. Failure to produce these records on request of Engineer or Owner shall constitute grounds to halt construction with no time extension until steps are taken to see that these records are being properly made.
- B. Provide colored pens or pencils for marking each description of work.
 - 1. The Contractor shall provide colored pencils for marking record copies of Contract Drawings and Specifications.
 - 2. Establish a color code denoting what trade will use what color, and show this on a schedule on the front sheet of the “PROJECT RECORD DOCUMENTS”.
- C. Record information concurrently with construction progress. DO NOT CONCEAL ANY WORK UNTIL REQUIRED INFORMATION IS RECORDED.
- D. Contract Drawings and Shop Drawings – Legibly mark each item to record actual construction, including:
 - 1. Measured depths of elements of foundation in relation to finish first floor or benchmark.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Use stations and offsets or coordinates.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Modifications.
 - 6. Details not on original Contract Drawings.
 - 7. References to related shop drawings and Modifications.
- E. Prior to final construction observation, Contractor shall furnish to Engineer two (2) neatly marked sets of construction plans which accurately depict the conditions and

records all changes made during construction. Engineer shall promptly notify Contractor in writing if additional information is required.

- F. Other Documents – Maintain manufacturer’s certifications, inspection certifications, and field test records, required by individual Specification sections.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01730
OPERATIONS AND MAINTENANCE DATA
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SECTION 01730
OPERATIONS AND MAINTENANCE DATA

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

1.2 RELATED SECTIONS

- A. Section 01300 – Submittals.
- B. Section 01400 – Quality Control.
- C. Section 01701 – Contract closeout procedures.
- D. Section 01740 – Warranties and Bonds.
- E. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.4 FORMAT

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under work of this contract.
- B. Binders – Commercial quality, 8-1/2 x 11 inch - three D side ring binders with durable plastic/cloth covers; 2" maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover – Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project, identify subject matter of contents.
- D. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

- E. Test – Manufacturer’s printed data, or typewritten data on 24-pound paper.
- F. Drawings – Provide with reinforced punched binder tab. Bind in with test; fold larger drawings to size of text pages.
- G. Arrange content by systems/process flow under section numbers and sequence of Table of Contents of this Project Manual.
- H. Provide three (3) sets of O & M Manuals.
- I. Manuals are to be delivered to the Engineer in complete sets as soon as they are available from the vendors. DO NOT WAIT UNTIL END OF JOB TO DELIVER MANUALS.

1.5 PROJECT CLOSEOUT NOTEBOOK

The Contractor shall provide two (2) project closeout notebooks which shall include the following:

- A. Table of Contents.
- B. Project Description.
 - 1. Project Title.
 - 2. Name, Address and Telephone number of Engineer.
 - 3. Name, Address and Telephone number of Engineer’s subcontractor.
 - 4. Name, Address and Telephone number of General Contractor.
 - 5. Name, Address and Telephone number of all subcontractors.
- C. List the name of each major item of equipment with the name, address and telephone number of each supplier. Make reference to O & M file folder.
- D. List of all shop drawings and name, address and telephone number of each supplier (make reference to file folder).
- E. List all warranties, guarantees and bonds. Include a copy of each. Also, include name, address and telephone number of surety providing Performance Bond.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes – Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance – Include manufacturer’s recommendations for cleaning agents and methods, precautions against detrimental agents and

methods, and recommended schedule for cleaning and maintenance.

- C. Moisture Protection and Weather Exposed Products – Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements – As specified in individual product specification Sections.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and Each System – Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Panelboard Circuit Directories – Provide electrical service characteristics, controls and communications.
- C. Include color-coded wiring diagrams as installed.
- D. Operating Procedures – Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements – Include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color-coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended

quantities to be maintained in storage.

- N. Additional requirements – As specified in individual product specification Sections.

1.8 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, provide necessary instruction to Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operations and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.9 SUBMITTALS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment, put into service during construction and operated by owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes in final form fifteen (15) days prior to final inspection. Copy will be returned after final inspection, with Engineer's comments. Review content of documents as required prior to final submittal.
- D. Submit four (4) copies of revised volumes of data in final form within ten (10) days after final inspection.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

SECTION 01740
WARRANTIES AND BONDS
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SECTION 01740
WARRANTIES AND BONDS

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal.
- B. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. Section 00700 – General Conditions – Warranties and correction of work.
- B. Section 01701 – Contract Closeout – Contract closeout procedures.
- C. Section 01730 – Operation and Maintenance Data.
- D. Individual Specifications Sections – Warranties required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality, 8-1/2 x 11 inch three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible principal.
- C. Table of Contents – Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified, and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- E. Provide plastic cardholder sleeve and insert business cards from all subcontractors and general contractors' personnel including on-site representative, project manager and owner of company. Insert into manual this "card file" after table of contents.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined. Provide three complete notebooks to the Engineer for distribution. The Owner will receive two copies and the engineer will retain one copy.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
- B. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION

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SITE CLEARING
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**SECTION 02230
SITE CLEARING**

PART 1. GENERAL

1.1 WORK INCLUDED

- A. Furnish all necessary labor, equipment, material and transportation and performing all operations necessary for removal of surface debris, trees, shrubs, and other plant life.

1.2 RELATED WORK

- A. Section 02300 – Earthwork

1.3 REFERENCED STANDARDS

- A. Conform to applicable code for environmental requirements, disposal of debris, burning debris on site, use of herbicides.
- B. Coordinate clearing work with the appropriate utilities companies.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 PREPARATION

- A. Verify that existing plant life designated to remain is tagged or identified.
- B. Identify a waste area and/or salvage area for placing removed materials.

3.2 CLEARING & GRUBBING

- A. Clear areas required for access to site and execution of Work. Clearing shall consist of the felling and cutting of trees into sections, and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within the area to be cleared. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be burned or removed completely from the site, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inch or more in diameter. Limbs and branches to be trimmed shall be neatly cut close to the hole of the tree or main branches. Cuts more than 1-1/2 inch in diameter thus made shall be painted with approved treewound paint. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations, by the erection of timber barriers or by such other means as the circumstances require. Such barriers must be placed and be approved by the OWNER before

construction observations can proceed (See 3.02). Clearing shall also include the removal and disposal of structures that obstruct, encroach upon, or otherwise obstruct the work.

- B. Grubbing shall consist of the removal and disposal of stumps, roots larger than one (1) inch in diameter, and matted roots from the designated grubbing areas. This material, together with logs and other organic or metallic debris not suitable for building of pavement subgrade or building pads, shall be excavated and removed to a depth of not less than 18-inches below the original surface level of the ground in embankment areas and not less than 2-feet below the finished earth surface in excavated areas. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground.

3.3 PROTECTION

- A. All trees on the site will be saved except those marked specifically on the site by the Owner's representative for removal during construction. No trees, either those marked for removal on the site or any other tree, may be removed from the site prior to the preconstruction conference. All trees not to be removed will be protected from injury to their roots and to their top to a distance of three (3') feet beyond the drip-line and no grading, trenching, pruning, or storage of materials may go in this area except as provided by a stakeout by a Owner's representative. The Contractor will pay a penalty for any tree removed from the site which has not been marked specifically for removal. The Contractor also will pay for any tree which dies due to damage during construction. This applies to all trees on the site whether or not they are shown on the plans.
- B. The Contractor shall not be held accountable for damages to trees resulting from placement of fill or removal of soils where such action is required by the contract documents. Any tree, the trunk of which is within 10 feet of any footing or trench, shall be exempt from these penalties except that the Contractor shall exercise all reasonable precautions to preserve even these trees. The contractor agrees to pay penalties as established below in the event that he or any of his subcontractors causes the loss or removal of trees designated to be saved under the provisions of the Agreement.

The penalty is as follows:

<u>Tree Diameter at a Point 4 Feet Above Existing Grade</u>	<u>Penalty</u>
6" – 7"	\$300.00
7" – 8"	\$375.00
8" – 11"	\$550.00
12" – 20"	\$800.00
21" and larger	\$1,000.00

-
- C. Trees to be graded by the Owner's representative as to variety, condition and site importance with the above figures acting as a maximum penalty with the lowest assessment amount to be no less than one-half of the above penalty figures.
 - D. Protect bench marks, survey control points, and existing structures from damage or displacement.
 - E. Protect all utilities that remain.
 - F. Clearing operations shall be conducted so as to prevent damage by falling trees to trees left standing, to existing structures and installations, and to those under construction, and so as to provide for the safety of employees and others.

3.4 REMOVAL

- A. Where indicated or directed, trees and stumps shall be removed from areas outside those areas designated for clearing and grubbing. The work shall include the felling of such trees and the removal of their stumps and roots. Trees shall be disposed of as hereinafter specified.
- B. Remove debris, rock, and other extracted plant life from site.
- C. Partially remove paving, curbs; as indicated. Neatly saw cut edges at right angle to surface.

3.5 DISPOSAL

- A. Disposal of trees, branches, snags, brush, stumps, etc., resulting from the clearing and grubbing shall be the responsibility of the Contractor and shall be disposed of by burning, removal from the site of this work, or a combination of both. All costs in connection with disposing of the material will be at the Contractor's expense. Material disposed of by burning shall be burned in a manner that will avoid all hazards, such as damage to existing structures, construction in progress, trees and vegetation. The Contractor shall be responsible for compliance with all local and State laws and regulations relative to the building of fires. Disposal by burning shall be kept under constant attendance until the fires have burned out or extinguished. All liability of any nature resulting from the disposal of the cleared and grubbed material shall become the responsibility of the Contractor. The disposal of all materials cleared and grubbed will be in accordance with the rules and regulations of the State of Georgia. No material will be burned unless directed to do so by the OWNER. The Contractor shall obtain a permit to burn on site from the local fire department, before beginning the work.

END OF SECTION

**SECTION 02300
EARTHWORK
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**SECTION 02300
EARTHWORK**

PART 1. GENERAL

1.1 SCOPE

- A. Work under this section shall include all excavation, handling, re-handling, backfilling, compaction of earth material and disposal of any and all deleterious materials encountered during excavation. Other work under this section shall include all dewatering of excavated areas or trenches, backfilling around structures, preparation of subgrades, surfacing and grading and other incidental or appurtenant earthwork operations necessary to complete work in a satisfactory manner. Moreover, the Contractor must assume all responsibility for any added obstacles or conditions, foreseen or unforeseen, and encountered or manifest during the execution of the work.
- B. Contractor shall provide all service, labor, materials, and equipment required for all earthwork and related operations necessary to complete the work as shown on drawings or specified in these specifications, or as determined in the field jointly by Contractor and Engineer.
- C. Tests for compaction and density shall be conducted by an independent testing laboratory selected by Contractor and approved by Engineer. Costs of compaction tests performed by an independent testing laboratory shall be paid for directly by Contractor. Contractor shall make all necessary excavations and shall supply samples of materials necessary for conducting compaction and density tests. Cost of all retests made necessary by failure of materials to conform to requirements of these specifications shall be paid for by Contractor.

1.2 RELATED WORK

- A. Section 02230 – Site Clearing
- B. Section 02315 – Excavation, Trenching and Backfill for Utility System
- C. Section 02316 – Rock Removal
- D. Section 02530 – Sanitary Sewer Collection System
- E. Section 02920 – Grassing

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM)

ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1140	(1997) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve
ASTM D 1556	(190; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. Ft. (2,700 kN-m/cu.m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 2937	(1994) Density of Soil in Place by the Drive-Cylinder Method
ASTM D 3017	(1988; R 1996el) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1998) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

- B. Georgia Department of Transportation Standard Specification, Construction of Roads and Bridges (Georgia D.O.T. Specifications).
- C. Federal Register (CFR) – OSHA Regulations, 29 CFR Part 1926, Subpart P

1.4 DEFINITIONS

- A. Compaction – The degree of compaction is specified as percent compaction. Maximum or relative densities refer to dry soil densities obtainable at optimum moisture content.
- B. Excavation Slope – Excavation slope shall be defined as an inclined surface formed by removing material from below existing grade.
- C. Embankment Slope – Embankment slope shall be defined as an inclined surface formed by placement of material above existing grade.
- D. Topsoil – Material obtained from excavations suitable for topsoil is defined as natural, friable soil, characteristic of representative soils in the vicinity that produce heavy growths of crops, grass, or other vegetation. Topsoil shall be free from roots, stones greater than two inches, and other materials that hinder grading, planting, and maintenance operations, and free from objectionable weed seeds and toxic substances.

1.5 QUALITY ASSURANCE

- A. Soil Tests – The Contractor shall arrange for a certified testing service approved by the Engineer to provide all testing services required by this section. The testing service shall take samples and perform moisture content gradation, compaction, and density tests during placement of backfill materials to check compliance with these specifications at locations selected by the Engineer. The Contractor shall remove surface material at locations designated by the Engineer and provide such assistance as necessary for sampling and testing. The Engineer may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to determine that the Contractor has complied with these specifications.

Tests will be performed in accordance with the following:

<u>Test</u>	<u>Standard Procedure</u>
Moisture content	ASTM D 3017
Gradation	ASTM C 136
Density in-place	ASTM D 1556
Moisture-density relationships	ASTM D 1557

Test results will be furnished to the Engineer.

1.6 CONDITIONS

- A. Elevations of the existing ground and the elevations of existing grades of structures are believed to be reasonably correct, but do not purport to be absolutely so, and, together with any schedule of quantities are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination of the site of the work as to the existing elevations and the amount of work required under these sections. If the Contractor is not willing to accept any ground surface elevations indicated upon the Drawings for payment, he shall so notify the Engineer prior to starting any excavation work.
- B. Earthwork operations shall be performed in a safe and proper manner with appropriate precautions being taken against all hazards.
- C. The Contractor shall locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
- D. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- E. Do not interrupt existing utilities serving facilities occupied and used by Owner or others except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.

- F. All excavated and filled areas for structures, trenches, fills, topsoil areas, embankments, pavement, drainage ditches and channels shall be maintained by Contractor in good condition at all times until final acceptance by Owner. All damage caused by erosion or other construction operations shall be repaired by Contractor using materials of same type as damaged material.
- G. No classification of excavated materials will be made. Excavation and trenching work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the work, regardless of type, character, composition, or condition thereof.
- H. Earthwork within rights-of-way of State Department of Transportation, County Road Department, City Street Department, or utility companies shall be done in accordance with requirements and provisions of permits issued by those agencies for construction within their respective rights-of-way. Such requirements and provisions, where applicable, shall take precedence and supersede the provisions of these Specifications.
- I. Contractor shall control grading in a manner to prevent water running into excavations. Obstruction of surface drainage shall be avoided and means shall be provided whereby storm water will not be interrupted in existing gutters, other surface drains, or temporary drains. Material for backfill or for protection of excavation in public roads from surface drainage shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Free access must be provided to all fire hydrants, water valves, meters, and private drives.
- J. All earthwork operations shall comply with applicable OSHA Construction Standards.
- K. It is understood and agreed that Contractor has made a thorough investigation of the surface and subsurface conditions of the site and any special construction problems which might arise as a result of nearby watercourses and floodplains, particularly in areas where construction activities may encounter water-bearing sands and gravels or limestone solution channels. Contractor shall be responsible for providing all services, labor, equipment, and materials necessary or convenient to him for completing the work within the time specified in these specifications.

1.7 PROJECT RECORD DOCUMENTS

- A. Accurately record location of utilities remaining, rerouted utilities, and new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

1.8 PROTECTION

- A. Protect trees, shrubs, lawns, and other features remaining as portion of final

landscaping. Protect benchmarks, R/W markers, monuments, iron pins, property corner markers, etc. If such markers are disturbed or destroyed, Contractor shall provide services of a registered land surveyor to replace the markers at no expense to the Owner.

PART 2. PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory soil materials are limited to soils classified in accordance with ASTM D 2487 as GM, GC, SW, SP, SM, SC, ML, and CL.

Unsatisfactory soil materials are classified in accordance with ASTM D 2487 as Pt, OH, OL, CH, and MH.

- B. Satisfactory soil materials shall be free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, organics, vegetation and other deleterious matter.
- C. Borrow shall consist of sand or sand-clay soils capable of being readily shaped and compacted to the required densities, and shall be free of roots, trash and other deleterious material.
- D. All soils used for structural fills shall have a PI (plastic index) of less than 10 and a LL (liquid limit) of less than 30. Fill soils shall be dried to appropriate moisture contents prior to compaction.
- E. Additionally, fill soils used for the top 2 feet of fill beneath roads and parking lots shall have no more than 15% passing the #200 sieve. Fill soils used for house lots shall have no more than 25% passing the #200 sieve.
- F. Contractor shall furnish all borrow material.
- G. Contractor shall be responsible for and bear all expenses in developing borrow sources including securing necessary permits, drying the material, haul roads, clearing, grubbing, and excavating the pits, haul roads, placing, restoration of pits and haul roads to a condition satisfactory to property owners and in compliance with applicable state and local laws and regulations.

2.2 SOURCE QUALITY CONTROL

- A. If tests indicate materials do not meet specified requirements, change material and retest.
- B. Provide materials of each type from same source throughout the work.

PART 3. EXECUTION

3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum. Coordinate with Section 01050 – Surveying and Field Engineering.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through work area.
- E. Notify all utility companies prior to grading and where required to remove utilities.
- F. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Owner/Engineer immediately.

3.2 DEWATERING

- A. Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods that will ensure a dry excavation and preservation of final lines and grades of bottoms of excavations. Methods of dewatering may include sump pumps, well points, deep wells, or other suitable methods, which do not damage or weaken structures, foundations, or subgrades. Shallow excavations may be dewatered using open ditches provided such ditches are kept open and free-draining at all times. Dewatering methods used shall be acceptable to Engineer. Footing pits or trenches shall be protected by small earth dikes and plastic covers when they are left open in rainy weather.
- B. Unless specifically authorized by Engineer, groundwater encountered within the limits of excavation shall be depressed to an elevation not less than twelve (12) inches below the bottom of such excavation before pipe laying or concreting is started and shall be so maintained. No concrete structures shall be exposed to unequal hydrostatic forces until the concrete has reached its specified 28-day strength. Water shall not be allowed to rise above bedding during pipe laying operations. Contractor shall exercise care to prevent damage to pipelines or structures resulting from flotation, undermining, or scour. Dewatering operations shall commence when ground or surface water is first encountered and shall be continued until such time as water can safely be allowed to rise in accordance with provisions of this section.
- C. Standby pumping equipment shall be kept on the job site. A minimum of one standby unit (one for each ten in the event well points are used) shall be available for immediate installation should any pumping unit fail. Installation of well points or

deep wells shall be adequately sized to accomplish the work. Drawings or design of proposed well point or deep well dewatering systems shall be submitted to Engineer for review.

- D. Contractor shall not operate dewatering devices (i.e., pumps, etc.) before the hour of 8:00 AM and after the hours of 8:00 PM in a residential area unless otherwise approved by Engineer or Owner.
- E. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with foundation backfill at no cost to Owner. Foundation backfill shall be placed in bottom of trench to within 6" of the bottom of pipe. Six (6) inches of bedding stone shall be placed over the top of the foundation backfill.
- F. Contractor shall dispose of water from the work in a suitable manner without damage to adjacent property. Conveyance of water shall be such as to not interfere with construction operations or surrounding property owners. No water shall be drained into work completed or under construction without prior consent of Engineer. Contractor will be held responsible for the condition of any pipe or conduit which he may use for drainage purposes, and all such pipes or conduits shall be left clean and free of sediment.
- G. Water shall be disposed of in such a manner as not to be a menace to public health and in accordance with applicable Environmental Protection Agency, Corps of Engineers, and State Department of Health & Environmental Control standards and permits.
- H. Permanent French drains under and around structures shall be installed where shown. Excavation of a trench as shown on the drawings is required. A non-woven drainage geotextile such as Polyfelt TS700 shall be initially draped in the trench. No. 57 stone shall be placed in the trench followed by a 6-inch diameter perforated PVC pipe as shown on the drawings. Crushed stone shall be placed such that the granular layer is extended to finished grade. Filter fabric shall be lapped over the top of the stone. The permanent French drain must have daylight into a lower elevation area of the site. A headwall and an animal screen shall be provided at the outlet end of the pipe to protect it from future clogging.

3.3 SHEETING, SHORING AND BRACING

- A. See Section 02350 – SHEETING, SHORING, AND BRACING.

3.4 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated or graded and stockpile in

designated area. Remove excess topsoil not being reused from site.

- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to height not exceeding 8 feet. (Cover to protect from erosion).

3.5 GENERAL EXCAVATION

- A. Excavation shall include removal of all material from an area necessary for the construction of a structure, dam or dike. Excavations shall provide adequate working space and clearances for the work to be performed therein. Excavation for structures shall conform to the elevations and dimensions shown with a tolerance of plus or minus 0.10 feet.
- B. Contractor shall be responsible for any problems caused to property owners in residential areas due to excessive dust caused by excavation operations. Preparations shall be made by Contractor to control excessive dust in or near any residential area.
- C. Where quicksand, soft clay, spongy, swampy or other materials unsuitable for subgrade or foundation purposes are encountered below excavation limits, they shall be removed to a level of suitable material as directed by the Geotechnical engineer. Areas so excavated shall be backfilled with Class D concrete or with foundation backfill to the original excavation limit unless otherwise directed by the Geotechnical Engineer.
- D. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations. Lights shall also be placed along excavations from sunset each day to sunrise of next day until excavations are backfilled. All excavations shall be barricaded in such a manner as to prevent persons from falling or walking into any excavation.

3.6 BORROW EXCAVATION

- A. Wherever the backfill of excavated areas or the placement of embankments or other fills require material not available at the site, suitable material shall be obtained from other sources. This may require the opening of borrow pits at points not immediately accessible to the work. In such cases, Contractor shall make arrangements with the property owner and shall pay all costs incident to the borrowed material including royalties, if any, for the use of the material. Before a borrow pit is opened, the quality and suitability of the material to be obtained shall be approved by the Geotechnical Engineer. Any soil tests required for approval of the borrowed material proposed shall be at the Owner's expense.

3.7 SUBSURFACE OBSTRUCTIONS

- A. In excavating, backfilling, and laying pipe, care must be taken not to remove, disturb, or injure any existing water, telephone, gas pipes, storm drainage pipe, headwalls or catch basins, or other conduits or structures, without the approval of the Engineer. If necessary, the Contractor at his own expense, shall sling, shore up, and maintain such structures in operation, and shall repair any damage to them. Before final acceptance of the work, he shall return all such structures to as good condition as before the work started.
- B. The Contractor shall give sufficient notice to any utility of his intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work. In the event that any subsurface structure becomes broken or damaged in the execution of the work, the Contractor shall immediately notify the proper authorities, and shall be responsible for all damage to persons or property caused by such breaks. Failure of the Contractor to promptly notify the affected authorities shall make him liable for any needless loss so far as interference with the normal operation of the utility.
- C. When pipes or conduits providing service to adjoining buildings are broken during progress of the work, the Contractor shall repair them at once.
- D. Delays such as would result in buildings or residences being without services overnight or for a needlessly long period during the day will not be tolerated. Should it become necessary to move the position of a pipe, conduit or structure, it shall be done by the Contractor in strict accordance with the instructions given by the Engineer or the utility involved.
- E. The Owner or the Engineer will not be liable for any claim made by the Contractor based on underground obstructions being different from that indicated in these Contract Documents or plans.

3.8 DISPOSAL OF WASTE AND UNSUITABLE MATERIALS

- A. Materials removed by excavation, which are suitable for the purpose, shall be used to extent possible for backfilling pipe trenches and for making embankment fills, subgrades or for such other purposes as may be shown on Drawings. Materials not used for such purposes shall be considered waste material and shall be disposed of at the Contractor's expense.
- B. Waste materials shall be spread in uniform layers and neatly leveled and shaped. Spoil banks shall be provided with sufficient and adequate openings to permit surface drainage of adjacent lands.
- C. Unsuitable materials, consisting of rock, wood, vegetable matter, debris, soft or spongy clay, peat, and other objectionable material so designated by the

Geotechnical Engineer, shall be removed from the work site and disposed of by Contractor at his expense.

- D. No waste material shall be dumped on private property unless written permission is furnished by owner of property and unless a dumping permit is issued from local jurisdiction.

3.9 ROCK REMOVAL

- A. See Section 02316 – Rock Removal of these specifications.

3.10 COMPACTION

- A. Control soil compaction and moisture content during construction in accordance with the following requirements.
- B. Fill Placement – Once the subgrade has been approved, the exposed surface and all subsequent fill lifts shall be compacted to at least 95% of the maximum dry density in accordance with ASTM D 698, current edition. These soils shall be placed maintaining the moisture content within 3% of the optimum moisture content.

3.11 BACKFILL AND FILLS

- A. Place acceptable soil material in layers to required elevations.
- B. Ground Surface preparation – Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
- C. When existing ground surface has a density less than that specified under “Compaction” for particular area classifications, break up ground surface, pulverize, bring moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.
- D. Placement and Compaction – Place backfill and materials in layers not more than 6” in loose depth for material compacted by heavy compaction equipment and not more than 4” in loose depth for material compacted by hand operated tampers.
- E. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- F. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying

material uniformly around structure to approximately same elevation in each lift.

3.12 TOLERANCES

- A. Unpaved areas within 0.1 feet of elevations shown on the drawings provided such deviation does not create low spots that do not drain.
- B. Paved Areas – Subgrade to within 0.05 feet of the drawing elevations less the compacted thickness of the base and paving.
- C. Building Pads – Subgrade to within 0.05 feet of the drawing elevations less the thickness of the concrete slab.

3.13 FINISHED GRADING

- A. All areas covered by the project including excavated and filled sections and adjacent transition areas shall be smooth graded and free from irregular surface changes.
- B. Degree of finish shall be that originally obtainable from either blade grader or scraper operations supplemented with hand raking and finishing, except as otherwise specified.
- C. The finished surface of unpaved areas shall be not more than 0.10' above or below the established grade or approved cross-section.
- D. Ditches and lagoon banks shall be finish graded, dressed and seeded within fourteen (14) calendar days of work to reduce erosion and permit adequate drainage.

3.14 PROTECTION

- A. Graded areas shall be protected from traffic, erosion, settlement, or any washing away that may occur from any cause prior to acceptance.
- B. The Contractor shall be responsible for protection of below grade utilities shown on the drawings or indicated to him by the Owner at all times during earthwork operations.
- C. Repair or re-establishment of graded areas prior to final acceptance shall be at the Contractor's expense.
- D. Site drainage shall be provided and maintained by Contractor during construction until final acceptance of the project. Drainage may be by supplemental ditching or pumping if necessary, prior to completion of permanent site drainage.

3.15 DRAINAGE

- A. The Contractor shall be responsible for providing surface drainage away from all construction areas. This shall include maintenance of any ditches that exist or may be constructed by others in the immediate vicinity of the work. Contractor shall provide proper and effective measures to prevent siltation of wetlands, streams, and ditches both on the Owner's property, and those properties downstream.

3.16 PRE-DENSIFICATION AND PROOFROLLING

- A. At completion of clearing, grubbing and stripping of topsoil, stump holes or other depressions shall be cleared of loose material and debris and shall then be backfilled with approved fill. The backfill shall be placed in six-inch thick loose lifts and compacted to 95% of the maximum dry density in accordance with the ASTM D 698, current edition.
- B. Following the clearing and grubbing of trees and underbrush and stripping of topsoil, the fill subgrade shall be evaluated by the Geotechnical Engineer or his representative prior to fill placement. Proofrolling of the subgrade soils shall be performed where possible. Proofrolling shall be accomplished with a loaded dump truck or other approved rubber-tired equipment. Overlapping passes of the vehicle shall be made across the site in one direction and then at right angles to the original direction.
- C. Proofrolling shall not be performed on excessively soft areas or areas of high-water table. Recommendations for these areas will be made by the Geotechnical Engineer at the time of construction. These recommendations may include undercutting soft areas, trenching of soils for drainage or the placement of bridge lifts.

3.17 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction – Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed. An experienced geotechnical engineer shall observe all proofrolling and all fill and liner placement. Submit one copy of results of all compaction tests and observations of pre-densification to Owner and Engineer.
- B. Perform field density tests in accordance with ASTM D 2937 (drive cylinder method), ASTM D 2167 (rubber balloon method), as applicable, or nuclear method ASTM D 2922.
- C. Perform at least one field density test for each layer of fill for every 5,000 square feet of area.
- D. If in opinion of Engineer, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, provide additional compaction and testing at no additional expense.

-
- E. Testing will be the responsibility of the Contractor. Contractor shall coordinate with Resident Project Representative for testing.

END OF SECTION

SECTION 02315
EXCAVATION, TRENCHING, AND BACKFILL FOR UTILITY SYSTEMS
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PART 1. GENERAL

1.1 SCOPE

- A. Furnish all labor, materials, equipment and incidentals necessary to perform all excavation, trenching and back fill required to complete the work shown on the Drawings and specified herein. The work shall include, but is not limited to; excavation for manholes, vaults, electrical manholes, hand holes, conduits, cables, raceways and ducts and pipes; all backfilling, embankment and grading; disposal of waste and surplus materials; and all related work such as sheeting, bracing and dewatering.
- B. Obtain materials required for backfill, fill, or embankments in excess of that available on the site from other sources. Include all costs of obtaining off-site materials in the contract price.

1.2 RELATED WORK

- A. Section 02300 – Earthwork
- B. Section 02530 – Sanitary Sewer Collection System
- C. Section 02920 – Grassing

1.3 REFERENCES

- A. American Society for Testing and Materials.
- B. Federal Register (CFR) – 29 CFR Part 1926 Subpart P

1.4 TESTING SERVICES

- A. The Contractor shall obtain the service of a certified testing service to perform all compaction tests specified herein. The cost of these services shall part of the Testing Allowance.
- B. Soil testing shall be performed by an accredited testing laboratory selected by the Contractor and approved by the Owner in accordance with Section 01410. Tests shall be performed in accordance with applicable ASTM or AASHTO standard methods, unless otherwise specified.
- C. All materials to be used in the work shall be tested prior to the use to show conformance with the requirements of these specifications. Test reports shall be

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delivered to the Engineer in duplicate prior to use of any material in the work.

- D. Materials being used in the work, which have been tested previously, may be subjected to further tests from time to time and may be rejected if found defective. Rejected materials shall be removed from the project immediately, notwithstanding the results of former tests to which they have been subjected.
- E. Soil tests shall be performed on subgrades prior to the placement of fill or backfill materials. Tests shall also be performed immediately after the placement of each layer of fill or backfill materials to show conformance with the field density and optimum moisture requirements of these specifications. Not less than one set of tests shall be performed for every 800 sq. ft. of area for each layer. No additional layers shall be placed until the density of each layer has been approved.
- F. If the Engineer determines, based on tests reports and inspections, that subgrades or layers which have been placed are below the specified density, the Contractor shall provide additional compaction and testing at no additional expense to the Owner.

1.5 PROTECTION

- A. Sheeting and Bracing (see Section 02350)
 - 1. Furnish, put in place, and maintain such sheeting and bracing as may be required to support the sides of excavations, to prevent any movement which could in any way diminish the ridge of the excavation below that necessary for proper construction, and to protect adjacent structures from undermining or other damage. If the Engineer is of the opinion that at any points sufficient or proper supports have not been provided, he may order additional supports put in at the expense of the Contractor, and compliance with such order shall not relieve or release the Contractor from his responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed. Where soil cannot be properly compacted to fill a void, lean concrete shall be used as backfill at no additional expense to the Owner. Sheeting and Bracing requirements are further defined in OSHA Standards, Subpart P, Part 1926 of the Code of Federal Regulations.
 - 2. The Contractor shall construct the sheeting outside the neat lines of the foundation unless indicated otherwise to the extent he deems it desirable for his method of operation. Sheeting shall be plumb and securely braced and tied in position. Sheeting and bracing shall be adequate to withstand all pressures to which the trench will be subjected. Any movement or bulging which may occur shall be corrected by the Contractor at his own expense so as to provide the necessary clearances and dimensions.
 - 3. Where sheeting and bracing is required to support the sides of excavations,

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the Contractor shall engage a Professional Engineer, registered in the State of Georgia, to design the sheeting and bracing. The sheeting and bracing installed shall be in conformity with the design, and certification of this shall be provided by the Professional Engineer.

4. The Contractor shall leave in place to be embedded in the backfill all sheeting and bracing not shown on the Drawings but which the Engineer may direct him in writing to leave in place at any time during the progress of the work for the purpose of preventing injury to structures, utilities, or property, whether public or private. The Engineer may direct that timber used for sheeting and bracing be cut off at any specified elevation. The contractor will be paid for such sheeting directed by the Engineer to be left in place in accordance with the General Conditions. All timber sheeting to be left in place shall be treated.
5. All sheeting and bracing not left in place shall be carefully removed in such manner as not to disturb utilities, or property. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, or otherwise as acceptable to Engineer and Owner.
6. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.
7. No sheeting is to be withdrawn if driven below mid-diameter of any pipe, and under no circumstances shall any sheeting be cut off at a level lower than 1 ft above the top of any pipe. The cost of said sheeting shall be part of the base bid.

B. Dewatering and Drainage

1. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed sub-grade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels. The Contractor shall engage a Geotechnical Engineer, Registered in the State of Georgia where required, to design the dewatering system. The Contractor shall submit to the Engineer for review the design of the dewatering systems prior to commencing work.

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2. The Contractor shall furnish, install, maintain, operate and remove a temporary dewatering system consisting of trenches, sump pits, deep wells, well points, or other methods as required to lower and control the groundwater level so that the pipes may be installed in the dry. The Contractor shall assume full responsibility for the design and installation of an adequate dewatering system. The Contractor shall, at his own expense, correct all damage resulting from inadequacy of the dewatering system or from flooding of the construction site from other causes.
3. The Contractor shall maintain the water level below the excavated area for the various phases of the work continuously and shall make such provisions as may be necessary to avoid interruptions due to weather, labor strikes, power failures, or other delays. He shall provide and have ready for immediate use at all times diesel or gasoline powered standby pumping units to serve the system in case of failure of the normal pumping units.
4. Piping and boiling, or any form of uncontrolled seepage, in the bottom or sides of the excavation shall be prevented at all times. If for any reason the dewatering system is found to be inadequate to meet the requirements set forth herein, the Contractor shall at his own expense make such additions, changes and/or replacements as necessary to provide a satisfactory dewatering system.
5. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the sub-grade soils at proposed bottom of excavation. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.
6. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.
7. The Contractor shall take all additional precautions to prevent uplift during construction. The Contractor shall maintain the groundwater level below the pipe, so flotation is prevented.
8. Drainage water shall be disposed of through a desilting basin which will prevent the discharge of sediment into any surface waters or existing drains, and to prevent flow or seepage back into the excavated area.
9. Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages which may result from failure of this system.

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10. Removal of dewatering equipment shall be required; the material and equipment constituting the system, shall be removed by the Contractor.
11. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater quality.

C. Culverts and Ditches

1. Protect drainage culverts from damage. If damaged, restore to satisfactory condition at no cost to the Owner.
2. If it is necessary to remove a culvert, do not replace until the proposed pipeline is installed and trench backfilled and compacted to the subgrade of the culvert. Replace culverts to the line and grade established by the Owner.
3. Backfill minor drainage ditches so that the upper one foot of material between ditch banks is topsoil, loam, or clay.
4. Compact this material for the full ditch width to a minimum of 95% of maximum density as determined by ASTM D 1557.
5. Ditches steeper than 2:1 slope shall be protected and reinforced with a synthetic fiber or grid material. Contractor has the option not to use reinforcement for slopes 2:1 or flatter. Correct any ditch erosion occurring as a result of pipeline construction at no cost to the Owner.

D. Water, Gas, Telephone, Power, Cable

1. Protect all other utilities from damage. Notify utility owner prior to start of excavation. If, during the work the utility is damaged, notify the utility company and the Owner immediately. Do not attempt to repair or replace damaged utilities unless so directed by the utility company and approved by the Engineer. Payment for restoration of damaged utilities shall be the Contractor's responsibility.

1.6 JOB CONDITIONS

A. Soils

1. The contractor shall examine the site and review the available test borings or undertake his own soil borings prior to submitting his bid, taking into consideration all conditions that may affect his work. The Owner and Engineer will not assume responsibility for variations of subsoil quality or conditions at locations other than places shown and at the time the investigation was made. The Contractor shall accept the site in its existing

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condition and shall assume the risk of encountering whatever materials as may occur. Refer also to the paragraph of Differing Site Conditions, in the Supplementary Conditions. Soil borings, if furnished, are indicative of the soils encountered at the particular location of the borings at the time the borings were taken. The Contractor shall make his own determination of the soil structure and site conditions as it may affect the work.

B. Existing Utilities

1. CALL BEFORE YOU DIG – At least (3) days prior to beginning any work, the Contractor shall request a field locate of existing underground utilities in the work area through Georgia's Utility Protection Center, by calling 811 or 1-800-282-7411. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
2. Should uncharted, or incorrectly charted, piping appear in the excavation, consult the Engineer and the Owner of such piping or utility immediately for directions.
3. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
4. Demolish and completely remove from site existing underground utilities indicated on the Drawings to be removed.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.
2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

1.7 SUBMITTALS

- A. Submit to the Engineer for review in accordance with Section 01300 the proposed methods of construction, including dewatering, excavation, filling, compaction, and backfilling for the various portions of the work. Review shall be for method only. The Contractor shall remain responsible for the adequacy and safety of the methods.
- B. Submit to the Engineer for review in accordance with Section 01300 representative samples of each type of proposed fill material weighing approximately 50 lbs at least 15 days prior to the date of anticipated use of such material.

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PART 2. PRODUCTS

2.1 MATERIALS

- A. Backfill materials shall be natural or processed mineral soils, blasted and crushed rock, or masonry rubble. Fill materials shall be free of all organic material, trash, snow, ice, frozen soil or other objectionable materials. Clay soils having a natural in-place water content in excess of 30 percent are considered unsuitable for stockpiling and/or future use. Fill materials to be used have been classified under categories specified below.
- B. Embedment materials listed here include a number of processed materials plus the soil types defined by the USCS Soil Classification Systems in ASTM D2487. These materials are grouped into categories according to their suitability for this application:
1. Class I: Angular 6 to 40 mm (1/4 to 1-1/2 inches), graded stone including a number of fill materials that have regional significance such as coral, slag, cinders, crushed stone, and crushed shells.
 2. Class II: Coarse sands and gravels with maximum particle size of 40 mm (1-1/2 inches), including variously graded sands and gravels containing small percentages of fines, generally granular and non-cohesive, either wet or dry. Soil types GW, GP, SW and SP are included in this class.
 3. Class III: Fine sand and clayey gravels, including fine sands, sand-clay mixtures, and gravel-clay mixtures. Soil types GM, GC, SM and SC are included in this class.
 4. Class IV: Silt, silty clays and clays including inorganic clays and silts of medium to high plasticity and liquid limits. Soil types MH, CH and CL are included in this class. These materials are not to be used for bedding, haunching or initial backfill.
 5. Class V: This class includes the organic soils OL, OH and PT as well as soils containing frozen earth, debris, rocks larger than 40 mm (1-1/2 inches) in diameter, and other foreign materials. These materials shall not be used for bedding, haunching and initial backfill.
- C. Granular Fill shall be sound, hard, durable crushed stone meeting the following gradation requirements and shall conform to ASTM C33, Size No. 57.

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1-1/2-in	100
1-in	90-100
1/2-in	26-60

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No. 4	0-7
No. 8	0-3

- D. Riprap shall be sound, durable rock which is roughly rectangular shape and of suitable quality to ensure permanence in the condition in which it is to be used. Rounded stones, boulders, sandstone or similar soft stone will not be acceptable. Material shall be free from overburden, spoil, shale, and organic material. Each load of riprap shall be reasonably well graded from the smallest to the maximum size specified and shall conform to State of Georgia Department of Transportation Specifications. Riprap shall consist of a durable field or quarry stone shaped roughly as rectangular blocks. Riprap shall weigh between 50-100 lbs. each with at least 60 percent weighing over 100 lbs. and no more than 10 percent shall weigh 50 lbs. or Less. One dimension of each exposed riprap shall be not less than 12-in. The joints in the riprap shall be filled with spalls of suitable size to construct a solid, stable slope, free from large voids and defects.
- E. Sand shall conform to ASTM Standard C33 for concrete sand.

PART 3. EXECUTION

3.1 EXCAVATION

- A. It is the responsibility of those performing excavation and trenching to conform to all State and Federal Laws and Regulations, and local ordinances relation to safety life, health and property including but not limited to OSHA regulations, 29 CFR PART 1926, Subpart P, Paragraph 1926.650 through 1926.652 during all excavations and trenching. All excavations shall be adequately guarded with barricades and light in compliance with all OSHA and Georgia Department of Transportation requirements so as to protect the public from hazard. Excavations adjacent to existing or proposed buildings and structures or in paved streets or alleys shall be sheeted, shored and braced adequately to prevent undermining or subsequent settlement of such structures or pavements. Underpinning of adjacent structures shall be done when necessary to maintain structures in safe condition.
- B. The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures in the trench zone may be determined before being damaged. He shall be held responsible for the repair or replacement of such structures when broken or otherwise damaged because of his operations.
- C. The Contractor shall make explorations and excavations at no additional charge to the Owner to determine the location of existing underground structures.
- D. Utilities and other piping shall be laid in open trenches as shown and specified. Trenches shall be excavated to the designated lines and grades, beginning at the outlet end and progressing toward the upper end in each case. Trenches for pipe

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shall be shaped to the lower 1/3 of the pipe and provide uniform and continuous bearing. Bell holes shall be dug to allow ample room for working fully around each joint.

- E. Trenches shall be of minimum width to provide ample working space for making joints and shall be not less than the outside diameter plus 8-inches or more than the outside pipe diameter plus 24-inches. Sides of trenches shall be closely vertical to top of pipe and shall be sheet piled and braced where soil is of an unstable nature. Above the top of the pipe, trenches may be sloped. The ridge of the trench above this level may be wider for sheeting and bracing and the performance of the work.
- F. Trenches shall be excavated on the alignments shown on the Plans, and to the depth and grade necessary to accommodate the pipes at the elevations shown. Where elevations of the invert or centerline of a pipe are shown at the ends of a pipe, the pipe shall be installed at a continuous grade between the two elevations.
- G. Excavation in excess of the depth required for proper shaping shall be corrected by bringing to grade the invert of the ditch with compacted coarse, granular material at no additional expense to the Owner. Bell holes shall be excavated to relieve bell of all load, but small enough to ensure that support is provided throughout the length of the pipe barrel.
- H. Excavation in excess of the depths required for manholes and other structures shall be corrected by placing a subfoundation of #57 Stone or 1500 psi concrete, at no additional expense of the Owner.
- I. If trenches are excavated to widths in excess of those specified, or if the trench walls collapse, the pipe shall be laid in accordance with the next better class of bedding at the expense of the Contractor.

3.2 TRENCHES

- A. Trenches shall be maintained in a safe condition to prevent hazardous conditions to persons working in or around the trench. It is the responsibility of those performing excavation and trenching to conform to all State and Federal Laws and Regulations, and local ordinances relating to safety life, health and property including but not limited to OSHA regulations, 29 CFR PART 1926, Subpart P, Paragraph 1926.650 through 1926.652 during all excavations and trenching. All excavations shall be adequately guarded with barricades and light in compliance with all OSHA and Georgia Department of Transportation requirements so as to protect the public from hazard. Excavations adjacent to existing or proposed buildings and structures or in paved streets or alleys shall be sheeted, shored and braced adequately to prevent undermining or subsequent settlement of such structures or pavements. Underpinning of adjacent structures shall be done when necessary to maintain structures in safe condition.

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- B. The top portion of the trench may be excavated with sloping or vertical sides to any width which will not cause damage to adjoining structures, roadways, utilities, etc. The bottom of the trenches shall be graded to provide uniform bearing and support each section of the pipe on undisturbed soil every point along its entire length, except for the portions of the pipe sections excavated for bell holes and for the sealing of pipe joints. Bell holes and depressions for joints shall be dug after the trench bottom has been graded and in order that the pipe rests upon the trench bottom for its full length and shall be only of such length, depth and width for making the particular type of joints. The bottom of the trench shall be rounded so that at least the bottom one-third of the pipe shall rest on undisturbed earth for the full length of the barrel as jointing operations will permit. This part of the excavation shall be done manually only a few feet in advance of the pipe laying by workmen skilled in this type of work.
- C. The sides of all trenches and excavation for structures shall be held by stay bracing, or by skeleton or solid sheeting and bracing according to conditions encountered, to protect the excavation, adjoining property and for the safety of personnel. Bracing and shoring may be removed when the level of the backfilling has reached the elevation to protect the pipe work and adjacent property. When sheeting or shoring above this level cannot be safely removed, it may be left in place. Timber left in place shall be cut off at least 2 feet below the surface. No sheeting below the level of the top of the pipe may be removed.
- D. Trenches shall be kept free of water. No structure shall be built, or pipe shall be laid in water, and water shall not be allowed to flow over or rise upon any concrete, masonry or pipe until the same has been inspected and the concrete or joint materials has thoroughly set. All water pumped, bailed or otherwise removed from the trench or other excavation shall be conveyed in a proper manner to a suitable place of discharge where it will not cause injury to the public health or to public or private property or to work completed or in progress, or to the surface of the streets or cause any interference with the use of same by the public.

3.3 PILING EXCAVATED MATERIALS

- A. All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing roadways.

3.4 LIMIT TO LENGTH OF OPEN TRENCH

- A. Pipe trenches shall not be excavated more than 400 feet in advance of pipe laying and all work shall be performed to cause the least possible inconvenience to the public. Adequate temporary bridges or crossings shall be constructed and maintained where required to permit uninterrupted vehicular and pedestrian traffic.

3.5 REMOVAL OF UNSUITABLE MATERIAL

- A. Should overdepth excavation be necessary to remove unsuitable material and to replace with satisfactory material, the Contractor will be paid for this work in accordance with Section 01025 for removal and replacement of unsuitable material, based on the following requirements:
1. When the trench is excavated to the plan depth or as required by these Specifications, and soft or other material not suitable for bedding purposes is encountered in the trench, the Contractor shall immediately notify the Engineer for inspection and measurement of the unsuitable material to be removed.
 2. No overdepth excavation or backfilling of the overdepth excavated trench shall start until proper measurements of the trench have been taken by the Engineer for the determination of the quantity in cubic yards of unsuitable material excavated. Backfill material and backfilling shall conform to the requirements specified in 3.08 below.
 3. No payment will be made for any overdepth excavation of soft unstable material due to the failure of the Contractor to provide adequate means to keep the trench dry.
 4. No payment will be made for any overdepth excavation of the unsuitable material and replacement not inspected and measured by the Engineer prior to excavation.

3.6 BEDDING AND HAUNCHING OF GRAVITY SEWER PIPE

- A. Bedding for PVC gravity sewer pipe shall be in accordance with ASTM D 2321, as amended to date, the manufacturer's recommendations and these specifications. All gravity sewer pipes (including service lines) shall have a minimum Type 5 bedding for PVC pipe and Type 4 for ductile iron pipe, but where designated in the Drawings and Specifications, Type 2, or 3 may be required. Type 1 embedment is not permitted without approval of the Engineer. Bedding material shall be included in the unit price bid for the work in which it pertains.

Bedding for CAP gravity sewer pipe shall be in accordance with ASTM B 788, as amended to date, the manufacturer's recommendations, and these specifications. All gravity sewer pipes shall have a minimum Type 3 bedding for corrugated aluminum pipe.

1. Type 1 - Flat Bottom Trench. Flat bottom trench on undisturbed earth with excavation for Bells. General backfill shall be as specified in Paragraph 3.08 Backfilling.

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2. Type 2 - Flat Bottom Trench. Flat Bottom Trench on undisturbed earth with excavation for Bells. Select backfill shall be placed and lightly tamped to the top of the pipe. Select and General backfill shall be as specified in Paragraph 3.08 Backfilling.
3. Type 3 - Loose Soil Bedding. Pipe bedded in Select Material to a depth of $\frac{1}{4}$ outside pipe diameter or 4-inch minimum, whichever is greater on a flat bottom trench. Select backfill shall be placed and lightly consolidated to a level of 6-inches minimum over the top of the pipe. Select and general Backfill shall be as specified in paragraph 3.8 Backfilling.
4. Type 4 - Granular Bedding. Pipe bedded in granular material to a depth of 8-inches of granular material for pipes with an inside diameter of 21-inches or less, or 12-inches of granular material for pipes with an inside diameter of 24-inches or greater, on a flat trench bottom. The bedding material shall be placed under the haunches of the pipe with a shovel or other suitable tool to a height of $\frac{1}{4}$ outside pipe diameter of the pipe. The initial select backfill shall be hand placed to a level of 12-inches minimum over the top of the pipe and shall consist of finely divided select materials free from debris, organic material and large rocks and stones. It shall be placed and tamped in layers not over 6-inches thick to at least 90% Standard Proctor, AASHTO T-99 (95% under road crossings).
5. Type 5 - Granular Bedding. Pipe bedded in granular material to a depth of 8-inches of granular material for pipes with an inside diameter of 21-inches or less, or 12-inches of granular material for pipes with an inside diameter of 24-inches or greater, on a flat trench bottom. The bedding material shall be placed under the haunches of the pipe with a shovel or other suitable tool to a height of $\frac{1}{2}$ outside pipe diameter of the pipe. The initial select backfill shall be hand placed to a level of 12-inches minimum over the top of the pipe and shall consist of finely divided select materials free from debris, organic material and large rocks and stones. It shall be placed and tamped in layers not over 6-inches thick to at least 95% Standard Proctor, AASHTO T-99.
6. Type 6 -Granular Bedding. Pipe bedded in granular material to a depth of 8-inches of granular material for pipes with an inside diameter of 21-inches or less, or 12-inches of granular material for pipes with an inside diameter of 24-inches or greater, on a flat trench bottom. The bedding material shall be placed under the haunches of the pipe with a shovel or other suitable tool to a height of 6-inches above the crown of the pipe. The initial select backfill shall be hand placed to a level of 6-inches minimum over the top of the pipe and shall consist of finely divided select materials free from debris, organic material and large rocks and stones. It shall be placed and tamped in layers not over 6-inches thick to at least 95% Standard Proctor, AASHTO T-99. Type 6 bedding is required for all PVC

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pipe installations with cover to the invert of 14-feet or greater or as otherwise designated on the Drawings.

- B. Class I materials defined in Paragraph 2.1 shall be used for bedding and haunching for both PVC and DI pipe as shown on the Drawings. Class II, III, IV, and V materials will not be permitted for bedding and haunching under any conditions. Embedment material around the pipe shall be installed with care to ensure that sufficient material has been worked under the haunch of the pipe to provide adequate side support. Precautions must be taken to prevent movement of the pipe while placing the bedding and backfill material.
- C. Bell holes shall be provided in all classes of bedding to relieve pipe bells of all loads, but small enough to ensure that support is provided throughout the length of the pipe barrel.
- D. Avoid contact between the pipe and compaction equipment. Compaction of haunching, initial backfill and general backfill material shall be done in such a way so that compaction equipment will not have a damaging effect on the pipe.
- E. If the trench is excavated in excess of those dimensions detailed on the Drawings or to depths greater than shown on the Drawings, or if the trench walls collapse, pipe shall be laid in accordance with the requirements for at least the next better class of bedding or as directed by the Engineer at the expense of the Contractor.
- F. The trench depth shall be as shown on the Plans. If a trench depth is not shown, then the trench depth shall be the minimum depth of cover as required by the pipe manufacturer.
- G. These requirements are also required for existing gravity pipes (sewer, storm, etc.) that we excavated for crossings or other reasons.

3.7 BEDDING OF PRESSURE PIPE

- A. All pipe for water lines and forcemains shall be laid on foundations prepared in accordance with ANSI/AWWA C600 for ductile iron pipe and AWSI/AWWA C605 for PVC Pipe as modified herein, and in accordance with the various classes of bedding required by the trench width and trench depth for the size of pipe to be laid. The minimum bedding allowed will be Type 3 for both PVC and Ductile Iron Pipe. Bedding shall be included in the appropriate unit price bid for the work in which it pertains. Blocking shall not be used to bring the pipe to grade.
- B. Bell Holes: Bell holes shall be provided in all classes of bedding to relieve pipe bells of all load, but small enough to ensure that support is provided throughout the length of the pipe barrel.
- C. Class I materials as defined in Paragraph 2.1 shall be used for bedding and haunching for both PVC and D.I. waterlines and forcemains when rock is

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encountered, over excavation occurs or subgrade stabilization is required. A minimum of 6" of granular crushed stone shall be used as bedding.

- D. Overwidth Excavation: If trenches are excavated to widths in excess of those specified or if trench walls collapse, pipe shall be laid in accordance with the requirements for at least the next better class of bedding at the expense of the Contractor.
- E. Borrow Backfill: Borrow backfill will be required if there is not sufficient suitable material available from other parts of the work to backfill the trenches. Borrow backfill from approved borrow pits shall be used. Only those soils in the borrow pits that meet the specified requirements for suitable material shall be used.
- F. Compaction of foundation, bedding, haunching and initial backfill shall extend to the trench wall.
- G. Embedment material in the area around the pipe shall be installed with care. Care shall be used to ensure that sufficient material has been worked under the haunch of the pipe to provide adequate side support. Precautions must be taken to prevent movement of the pipe during placing of the material through the pipe haunch.
- H. Avoid contact between the pipe and compaction equipment. Compaction of haunching, initial backfill and backfill material shall be done in such a way so that compaction equipment will not have a damaging effect on the pipe.
- I. The trench depth shall be as shown on the plans or as required to provide the minimum depth of cover as required by the pipe manufacturer.
- J. These requirements are also required for existing pressure pipes that are excavated for crossings or other reasons.

3.8 BACKFILLING

- A. Backfilling consists of placing suitable materials removed during the excavation into the excavated areas, placing embedment materials and compacting the same to a density equal to or greater than what exists before excavation or as specified herein.
- B. All backfill material shall be free of stones, concrete and clay lumps larger than 1/3 cubic foot. Roots, stumps and rubbish which will decompose will not be permitted in the backfill. Backfill material shall have its moisture content corrected, as may be necessary before being placed in the trench to bring the moisture content to approximately "optimum" for good compaction. Any rock, stone, concrete, clay lumps larger than 1/3 cubic foot in volume, rubbish and debris shall be removed from the site and disposed of by the Contractor in a lawful manner.

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- C. **Select Backfill:** Select backfill material shall be placed below, around each side, and over the top of the pipe in approximately horizontal layers not exceeding 6-inches in thickness to a minimum height of 6-inches above the pipe crown or greater as detailed herein and on the Drawings. This initial backfill shall be placed immediately after the pipes are laid and joints have been observed by the Engineer to anchor and protect the pipe from damage by subsequent backfill and ensure the uniform distribution of the loads over the top of the pipe. Select Material shall include Class I, II, III and other approved materials. If suitable select materials are not available from trench excavation, the Contractor will be required to obtain select materials elsewhere at no additional cost to the Owner. The Contractor shall backfill both sides of the pipe simultaneously to prevent side pressures and each layer shall be compacted thoroughly with mechanical tamping equipment in such manner as not to damage the pipe, pipe joints or shift the pipe alignment. Workmen shall not be permitted to walk over the pipe until at least 12 inches of compacted fill has been placed over the pipe. The Contractor shall not use water to obtain compaction except for adding water to the backfill material before placing in the trench to bring the moisture content to approximately "optimum" for good compaction.
- D. **General Backfilling:** After initial, select backfill material has been placed and tamped, the remainder of the trench may be backfilled with general excavated material, except that no rock, unless in small shattered fragments, will be permitted to be mixed with other backfill material.
1. **Backfilling under structures:** Backfilling under structures consists of placing sand and gravel or other select suitable materials excavated from the trench in the trench in 6 inch thick layers from a point 12 inches above the top of the pipe and mechanically tamped or compacted by rolling until the backfill density after compaction is equal to 98 percent of the maximum density obtainable at optimum moisture content as determined by the Standard Proctor Test (ASTM D698). No water shall be used to secure compaction except for adding water to the backfill material before placing in the trench to bring moisture content approximately "optimum" for good compaction. Each 6-inch-thick layer shall be mechanically tamped before additional backfill material is placed in the excavated area.
 2. **Street and Road Right – of – Way, Parking Areas, Yards and Other Traveled Areas:** Backfill materials consists of placing sand and gravel or other select suitable material excavated from the trench in uniform layers not exceeding six inches (6") in thickness, with each layer thoroughly compacted with heavy duty mechanical tampers ("Whacker" or equal) to a height of at least thirty six inches (36") or forty-eight inches (48") above the top of the pipe barrel.

The remainder of the ditch may be backfilled and tamped in the same manner or if the Contractor so elects, he may place backfill in layers not

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exceeding twelve inches (12") and use wheel loading or heavy duty mechanical tamping equipment ("Hydra-Hammer" or equal). Pipe shall have at least thirty-six inches (36") of cover before wheel loading and at least forty-eight inches (48") of cover before using heavy duty tamping equipment ("Hydra-Hammer" or equal). The density of the backfilled material after compaction shall be equal to 95 percent of the maximum density obtainable at optimum moisture content as determined by the Standard Proctor Test (ASTM D698). Except in the upper 12 inches, water shall be added to backfill material only before being placed in the trench in order to bring the moisture content to approximately "optimum" for good compaction.

3. Other Area: In other areas, including woodland, fields, pastures and areas not open to vehicular travel, the remainder of the ditch may be backfilled by placing fill in ditch and "walking-in" with wheel loaded equipment. Backfill material may be windrowed and maintained in a suitable manner so as to concentrate and pond rainfall runoff over the trench. After sufficient settlement has been obtained, the Contractor shall complete surface dressing, remove surplus material and clean up in accordance with these Specifications. Wherever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off and finally made to conform to the surface of the ground. Backfilling shall be carefully performed, and the original surface restored as specified herein. Surplus material shall be disposed of by the Contractor

3.9 PROTECTION OF WATER SUPPLY PIPES

- A. Horizontal Separation: Sewers and force mains shall be laid at least 10 feet horizontally from any existing or proposed watermain. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10 foot separation, such deviation may allow installation of the sewer or force main closer to the watermain, provided that the watermain is in a separate trench or on a undisturbed earth shelf located on the side of the sewer or force main and at an elevation so the bottom of the watermain is at least 18 inches above the top of the sewer or force main.
- B. Crossings: Sewers and force mains crossing water mains shall be laid to provide a minimum vertical distance of 18 inches between the outside of the watermain and the outside of the sewer or force main. This shall be the case where the watermain is either above or below the sewer or force main. The crossing shall be arranged so that the sewer or force main joints will be equidistant and as far as possible from the watermain joints. Where a watermain crosses under a sewer or force main, adequate structural support shall be provided for the sewer or force main to prevent damage to the watermain.
- C. Special Conditions: When it is impossible to obtain proper horizontal and vertical

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separation as stipulated above, the sewer or force main shall be designed and constructed equal to water pipe and shall be pressure tested to assure water tightness prior to backfilling.

3.10 UTILITY CONSTRUCTION IN OTHER EXCAVATION

- A. Where utilities are required to be constructed in areas also requiring excavation and backfill for other work, coordinate the work so that the parts come together properly and the construction of the various parts can be done without damage to other parts. Place bedding which will form bearing for pipes, using suitable material and shaping to the lower 1/3 of the pipe to provide uniform and continuous bearing. Compaction of backfill material which will form bearing shall be equal to that specified hereinbefore under "Backfilling".

3.11 TESTING

- A. General: The Contractor shall select a qualified independent testing laboratory for the purpose of identifying soils, checking densities, and classifying soils materials during construction. All testing will be paid for by the Contractor. Copies of all test results shall be furnished to the Engineer in duplicate.
- B. Moisture-Density Tests: Testing shall be in accordance with ASTM Methods D698 and D1557. A test shall be performed on each type of material used in the work regardless of source. Tests will be accompanied by particle-size analyses of the soils tested (ASTM Methods D421 and D422). Changes in color, gradation, plasticity or source of fill material will require the performance of additional tests. Copies of all test results shall be furnished to the Engineer.
- C. Field Density Tests: Tests shall be made in accordance with the Schedule in Section 01410.
- D. Submittals
1. The soils technicians will submit formal reports of all compaction tests and retests. The reports are to be furnished to the Owner and the Engineer as soon as possible upon completion of the required tests.
 2. This report information is to include but not be limited to the following:
 - a. Date of the test and date submitted.
 - b. Location of test.
 - c. Wet weight, moisture content and dry weight of field sample.
 - d. Description of soil.
 - e. Maximum dry density and moisture content of the lab sample which best matches the field sample in color, texture, grain size and maximum dry density.
 - f. Ratio of field dry density to maximum lab dry density expressed as

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- a percentage.
 - g. Comments concerning the field density passing or failing the specified compaction.
 - h. Comments about recompaction if required.
- E. Compaction Results
 - 1. If any compaction tests reveal that fill or backfill is not compacted as specified, the Contractor shall scarify and recompact as required to achieve the specified density. Additional compaction tests shall be made to verify proper compaction. These additional tests required due to failure of the original test shall be paid for by the Contractor without reimbursement by the Owner.
 - 2. The soils technician is to advise the Engineer and the Contractor's Superintendent immediately of any compaction tests failing to meet the specified minimum requirements. No additional lift is to be placed on a lift with any portion failing.

3.12 CONSTRUCTION ALONG HIGHWAYS, STREETS, AND ROADWAYS

- A. Excavation, Trenching and Backfilling Operations: Excavation, trenching and backfilling along highways, streets and roadways shall be in accordance with the applicable regulations of the State Department of Transportation with reference to construction operations, safety, traffic control, road maintenance and repair.
- B. Protection of Traffic: Provide suitable signs, barricades and lights for protection of traffic, in locations where traffic may be endangered by construction operations. All signs removed by reason of construction shall be replaced as soon as condition which necessitated such removal has been cleared. No highway, street or roadway shall be closed without first obtaining permission from the proper authorities.
- C. Construction Operations: The Contractor shall construct all work along highways, streets and roadways using the following sequence of construction operations, so as to least interfere with traffic:
 - 1. Stripping: Where the pipeline is laid along road shoulders, sod, topsoil and other material suitable for shoulder restoration shall be stripped and stockpiled for replacement.
 - 2. Trenching, Laying and Backfilling: Excavate trenches, install pipeline and backfill. The trench shall not be opened any further ahead of pipe laying operations than is necessary for proper laying operations. Trenches shall be progressively backfilled and consolidated and excess material removed immediately.
 - 3. Shaping: Immediately after completing backfilling operation, reshape any

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damage to cut and fill slopes, side ditch lines, and shall replace topsoil, sod and any other materials removed from shoulders.

- D. Excavated Material: Excavated material shall not be placed along highways, streets, and roadways in such manner as to obstruct traffic. Roadways and pavement will be maintained free of earth material and debris.
- E. Drainage Structures: All side ditches, culverts, cross drains and other drainage structures shall be kept clear of excavated material and be free to drain at all times.
- F. Maintaining Highways, Streets, Roadways and Driveways
 - 1. The Contractor shall furnish a road grader which shall be available for use at all times for maintaining highways, streets and roadways. All such streets, highways and roadways shall be maintained in suitable condition until completion and final acceptance of the work.
 - 2. Repair all driveways that are cut or damaged. Maintain them in suitable condition until completion and final acceptance of the work.

3.13 REMOVING AND RESETTING FENCES

- A. Where existing fences must be removed to permit construction, the Contractor shall remove such fences. As construction progresses, reset the fences in their original location and to their original condition. All costs of removing and re-setting fences and such temporary works as may be required shall be included in the prices for the utility line.

3.14 PROTECTING TREES, SHRUBBERY AND LAWNS

- A. Trees and shrubbery along trench lines shall not be disturbed unless absolutely necessary. Trees and shrubbery necessary to be removed shall be properly heeled-in and re-planted. Heeling-in and re-planting shall be done under the direction of an experienced nurseryman.
- B. Where utility trenches cross established lawns, sod shall be cut, removed, stacked and maintained in suitable condition until replaced. Topsoil underlying lawn areas shall likewise be removed and kept separate from general excavated materials. Removal and replacement of sod shall be done under the direction of an experienced nurseryman.

3.15 REMOVE AND REPLACE PAVEMENT

- A. Removing Pavement: Remove existing pavement as necessary for installing the pipeline and appurtenances.

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1. Marking: Before removing any pavement, mark the pavement neatly paralleling pipelines and existing street lines. Space the marks the width of the trench.
 2. Breaking: Break asphalt pavement along the marks using jack hammers or other suitable tools. Break concrete pavement along the marks by use of jack hammers or by scoring with a rotary saw and breaking below the score by the use of jack hammers or other suitable tools.
 3. Machine Pulling: Do not pull pavement with machines until completely broken and separated from pavement to remain.
 4. Damage to Adjacent pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.
 5. Sidewalk: Remove and replace sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.
 6. Curbs: Remove and replace or tunnel under any curb disturbed by construction to the nearest disturbed joint.
- B. Replacing Pavement: Upon Completion of backfilling and consolidation of the backfill, arrange to have the compaction tested by an independent testing laboratory approved by the Authority. After compaction testing has been satisfactory completed, replace all pavements, sidewalks and curbs removed. Gravel roads and drive shall meet the requirements for graded aggregate sub-base.
1. Materials: Place materials for pavement replacement to dimensions shown on the Drawings.
 - a. Graded Aggregate Sub-Base: Furnish graded aggregate sub-base in two sizes of such gradation that when combined in approximately equal quantities, the resulting mixture is well graded from coarse to fine, meeting the gradation requirement of Section 815 of the Georgia Department of Transportation Standard Specifications.
 - b. Black Base: The base for all paved roadways shall conform to the requirements of the Georgia Department of Transportation Specifications for the Black Base (Hot Mix). Use a Pug Mill Rotary Drum type mixer with minimum capacity of not less than 50 tons per hour for asphalt production. Apply and compact the base in two courses by asphalt spreader equipment of design and operation approved by the Authority. After compaction, the black base shall be smooth and true to established profiles and sections.

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- c. Surface Course: The surface course for all pavement, including paint or tack coats when required by the Authority, shall conform to the requirements of the Georgia Department of Transportation. Produce surface course in an asphalt plant of the same type as noted above for Black Base. Apply and compact the surface course in a manner approved by the Authority. Immediately correct any high, low or defective areas by cutting out the course, replacing with fresh hot mix, and immediately compacting to conform and thoroughly bond to the surrounding area.
 - d. Concrete: Provide concrete and reinforcing for concrete pavement in accordance with the requirement of Georgia Department of Transportation Specifications for Portland Cement Concrete Pavement, Section 430.
- 2. Supervision and Approval
 - a. Pavement restoration shall meet the requirements of the regulatory agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final pavement.
 - b. Obtain the Authority's approval of restoration of pavement if it is not the responsibility of a regulatory agency (such as private roads and drives.)
 - c. Complete pavement restoration as soon as possible after backfilling.
- 3. Replacement: Prior to replacing pavement, make a final cut in concrete pavement 12-inches back from the edge of damaged pavement. Make the cut using a rotary saw. Remove asphalt pavement 9-inches back from the edge of damaged pavement. Make the cut using a rotary saw. Remove asphalt pavement 9-inches back from the edge of the damaged pavement using jack hammers or other suitable tools. Replace all street and roadway pavement as shown on the Drawings. Replace driveways, sidewalks, and curbs with the same material and to the same dimension as existing.
- 4. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the work, promptly restore or repair defects.

3.16 WALKS, DRIVES, CONCRETE CURB AND GUTTER

- A. Walks and drives removed or damaged during the course of construction shall be replaced with Class "A" concrete at the same thickness as removed. They will be cut to a neat edge with a masonry saw after backfilling and compacting trench in 6-inch layers to a density not less than 98 percent at + 2 percent of optimum moisture content as determined by the Standard Proctor Test.

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- B. Concrete curb and gutter sections removed or damaged during the course of construction shall be replaced in full sections with concrete having a compressive strength of at least 3,000 psi at the same thickness as removed.

3.17 MEASUREMENT AND PAYMENT

- A. The work specified in this Section will not be measured for direct payment except those items specifically stated in this Section and for which bid prices are requested in the Bid Proposal.

END OF SECTION

**SECTION 02316
ROCK REMOVAL
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**SECTION 02316
ROCK REMOVAL**

PART 1. GENERAL

1.1 SCOPE OF WORK

- A. Removal of all rock materials discovered during excavation for the purpose of construction. Removal shall include drilling and/or blasting incidental thereto and disposal of excavated materials.
- B. When necessary for prosecution of the Work, the use of explosives to assist rock removal may be exercised by Contractor provided this use is in compliance with all local, State, Federal and other Governmental regulations applying to transportation, storage, use and control of explosives.

1.2 RELATED WORK

- A. Section 02300 – Earthwork
- B. Section 02315 – Excavation, Trenching and Backfill for Utility Systems

1.3 REFERENCES

- A. NFPA 495 – Code for the manufacture, Transportation, Storage, and Use of Explosive Materials.
- B. OSHA 2207 – Construction Industry Standards, Subpart T – Demolition.

1.4 QUALITY ASSURANCE

- A. Explosives Firm – Company specializing in explosives for disintegration of subsurface rock with documented experience.

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable code for explosive disintegration of rock.
- B. Obtain permits from authorities having jurisdiction before explosives are brought to site or drilling is started.
- C. All explosives shall be stored securely in compliance with all laws and ordinances, and all such storage places shall be clearly marked DANGEROUS EXPLOSIVES. Blasting caps, electric blasting caps, detonating primers, and primed cartridges shall not be stored in the same magazine with other explosives or blasting agents. Locked storage shall be provided satisfactory to the Engineer, never closer than 1,000 feet

from any road, building, or camping area.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Rock (Definition) – Solid mineral material with a volume in excess of ½ cubic yard that cannot be broken down and removed by use of heavy construction equipment, such as a Caterpillar 313F, 92 hp or equivalent, equipped with single tooth hydraulic ripper, ¾ cubic yard capacity power shovel, rooters, etc., and without drilling or blasting. Materials which can be loosened with a pick, hard pan, boulders less than ½ cubic yard in volume, chert, clay, soft shale, soft and disintegrated rock and any similar material shall not be considered as rock. (All materials to be considered unclassified or common excavation).
- B. Explosives – Shall be suitable for intended purposes at the Contractor's option subject to review by Owner and Engineer.
- C. Delay Devices – Type recommended by explosives firm to be used as accessory to explosives. Subject to review by Engineer.
- D. Blasting Mat – When the use of explosives are required to perform the Work, Contractor shall use blasting mats or similar products to eliminate or lessen the danger of projectiles occasionally resultant from blasting of rock.

PART 3. EXECUTION

3.1 INSPECTION

- A. Contractor shall verify site conditions and note irregularities affecting work of this Section prior to performing any operations involving explosives. Contractor shall submit to Owner for a review a detailed plan for using explosives to include, but not limited to:
 - 1. Sequence of Work
 - 2. Equipment
 - 3. Protection to be provided for existing structures to remain
 - 4. Personnel
 - a. Training
 - b. Previous experience with the use of explosives in similar situation
- B. Beginning work of this Section means acceptance of existing condition.

- C. Rock in utility trenches shall be excavated over the horizontal limits of excavation and to depths as follows:

Size of Pipeline (Inches)	Depth of Excavation Below Bottom of Pipe (Inches)
Less than 4	6
4 to 6	8
Over 8	12

Space below grade for pipe shall then be backfilled with No. 57 Stone and smaller crushed rock or gravel or other approved materials and tamped to proper grade. No. 57 stone shall be ASTM C33 and No. 67 stone shall be ASTM D448.

3.2 ROCK REMOVAL – MECHANICAL METHOD

- A. Excavate for and remove rock by the mechanical method.
- B. Where pipes are constructed on concrete cradles, rock shall be excavated to bottom of cradle as shown on plans.
- C. Where rock foundation is obtained at grade for over 50 percent of area of any one structure, the portion of foundation that is not rock shall be excavated below grade to reach a satisfactory foundation of rock. The portion below grade shall be backfilled with Class C concrete.
- D. Where rock foundation is obtained at grade for less than fifty (50%) of any one structure and satisfactory rock cannot be found over the remaining area by reasonable additional excavation, the rock shall be removed for a depth of twelve (12) inches below grade and the space below grade shall be backfilled with crushed stone as specified for pipelines.
- E. Rock excavation near existing pipelines or other structures shall be conducted with utmost care to avoid damage. Injury or damage to other structures and properties shall be promptly repaired to the satisfaction of Owner and by Contractor at his own expense.
- F. Rock excavation for all structures and adjacent trenches under this contract and any other rock excavation directed by Owner shall be completed before construction of any structure is started in the vicinity.
- G. Remove excavated material from site.
- H. Contractor shall correct unauthorized rock removal by backfill to grade with Class C concrete in accordance with backfilling and compaction requirements of Section 02300 - Earthwork and Section 02315 – Excavation, Trenching, and Backfill for Utility Systems at his own expense.

3.3 ROCK REMOVAL – EXPLOSIVES METHODS

- A. If rock is uncovered requiring the explosives method for rock disintegration and removal, the Engineer shall be notified immediately so that the surface can be examined. Blasting will not be permitted unless written authorization is given by Engineer. (All materials removed shall be considered common excavation).
- B. The Contractor shall notify any owners of adjacent buildings or structures, and any public utility owners having structures or other installations above or below ground, in writing prior to use of explosives. Such notice shall be given sufficiently in advance so that they may take such steps as they may deem necessary to protect their property from injury and/or damage.
- C. Rock excavation by use of explosives shall be conducted with due regard for safety of persons and property in the vicinity and in strict conformance with requirements of local, State and Federal ordinance, laws and regulations governing the use of explosives.
- D. Blasting shall be conducted so as not to endanger persons or property, and whenever required, the blast shall be covered with mats or otherwise satisfactorily confined. The contractor shall be held responsible for and shall make good any damage caused by blasting or accidental explosions.
- E. The Contractor shall permit only authorized and qualified persons to handle and use explosives.
- F. Smoking, firearms, matches, open flame lamps, and other fires, flame or heat producing devices and sparks shall be prohibited in or near explosive magazines or while explosives are being handled, transported or used.
- G. No person shall be allowed to handle or use explosives while under the influence of intoxicating liquors, narcotics, or other dangerous drugs.
- H. All explosives shall be accounted for at all times. Explosives not being used shall be kept in a locked magazine, unavailable to persons not authorized to handle them. The Contractor shall maintain an inventory and use record of all explosives. Appropriate authorities shall be notified of any loss, theft, or unauthorized entry into a magazine.
- I. No explosives or blasting agents shall be abandoned.
- J. Contractor's employees authorized to prepare explosive charges or conduct blasting operations shall use every reasonable precaution including, but not limited to, visual and audible warning signals. Flags or barricades, to ensure safety.
- K. It shall be contractor's responsibility to incorporate the use of seismic monitoring

should rock excavation, by use of explosives, occur within 150 feet of any residential structure and within 300 feet of any miscellaneous structure. Blasting conducted near dams or bridge foundations shall incorporate the use of a seismic monitor should such blasting occur within 25 feet of said dam and/or bridge foundation. Contractor shall maintain all seismic records and blasting logs to be furnished to Engineer upon request.

- L. Disintegrate rock and remove from excavation.
- M. Cut away rock at excavation bottom for form level bearing.
- N. Remove shaled layers to provide sound and unshattered base for pipe foundations.
- O. Remove excavated material from site.
- P. Correct unauthorized rock removal or overbreak in accordance with backfilling and compaction requirements at his expense.

3.4 FIELD QUALITY CONTROL

- A. Provide for visual inspection of bearing surfaces and cavities formed by removed rock for inspection by Engineer or his representative prior to laying of pipe.

END OF SECTION

SECTION 02350
SHEETING, SHORING, AND BRACING
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SECTION 02350
SHEETING, SHORING, AND BRACING

PART 1. GENERAL

1.1 SCOPE

- A. This section specifies requirements for sheeting, shoring, and bracing of trenches and excavations greater than 5 feet in depth. Where sheet piling, shoring, sheeting, bracing or other supports are necessary, they shall be furnished, placed, maintained, and except as shown or specified otherwise, removed by the Contractor.

1.2 DESIGN REQUIREMENTS

- A. The design, planning, installation and removal, if required, of all sheeting, shoring, sheet piling, lagging, and bracing shall be accomplished in such a manner as to maintain the required excavation or trench section and to maintain the undisturbed state of the soils below and adjacent to the excavation.
- B. The Contractor shall design sheeting, shoring, and bracing in accordance with the OSHA Safety and Health Standards as well as state and local requirements.
- C. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.
- D. When the construction sequence of structures requires the transfer of bracing to the completed portions of any new structure or to any existing structure, the Contractor shall provide the Engineer with a complete design analysis of the expected impact of that bracing on the structure. This action shall in no way absolve the Contractor of responsibility of damage resulting from said bracing.

1.3 REFERENCES

- A. OSHA 2207 Revised 1987 – OSHA Safety and Health Standards

1.4 SUBMITTALS

- A. Prior to starting any excavation work requiring sheeting, shoring, and bracing, the Contractor shall submit his plans for trench and excavation support systems to the Engineer for review and comment. No excavations shall be started until the Contractor has obtained written acceptance of the trench support system. Said acceptance will be to assure the Owner of the Contractor's general compliance with the required codes and shall not be construed as a detailed analysis for adequacy of the support system, nor shall any provisions of the above requirements be construed as relieving the Contractor of his overall responsibility and liability for the work. Submittals shall include the following:

1. Design calculations and method of installation and removal of all sheeting, sheet piling, shoring and bracing. Calculations shall be made by a professional structural or civil engineer in the state of the project.
2. Detailed excavation support drawings.

PART 2. EXECUTION

2.1 GENERAL

- A. Contractor shall be responsible for supporting and maintaining all excavations required even to the extent of sheeting and shoring the sides and ends of excavations with timber or other supports. If the sheeting, braces, shores, and stringers or walling timbers or other supports are not properly placed or are insufficient, the Contractor shall provide additional or stronger supports. The requirement of sheeting or shoring or the addition of supports shall not relieve the Contractor of his responsibility for their sufficiency. All sheeting, shoring and bracing shall have sufficient strength and rigidity to withstand the pressure exerted and to conform to OSHA Safety & Health Standard (29 CFR 1926/1910) OSHA 2207, latest edition.
- B. Excavations adjacent to existing or proposed buildings and structures or in paved streets or alleys shall be sheeted, shored and braced adequately to prevent undermining beneath or subsequent settlement of such structures or pavements. Underpinning of adjacent structures shall be done when necessary to maintain structures in safe condition. The Contractor shall be held liable for any damage resulting to such structures or pavements as a result of his operations.
- C. Trench sheeting shall be left in place until the backfilling has been completed to elevation not less than twelve (12) inches above the top of the pipe. Unless otherwise ordered in writing, sheeting shall then be cut off at the top of the lowest set of bracing and the upper section shall be removed. All voids left by sheeting along trenches shall be carefully refilled and rammed with suitable tools.
- D. In unstable ground, sheeting shall be driven to such depth below bottom of the trench or side of the excavation as required ensuring stability.
- E. The need and adequacy of sheeting, shoring, bracing, or other provisions to protect men and equipment in a trench or other excavation shall be the sole and exclusive responsibility of Contractor.
- F. Underpin adjacent structures, which may be damaged by excavation work, including service utilities and pipe chases.
- G. Notify Engineer of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.

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SHEETING, SHORING, AND BRACING

- H. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- I. Grade top perimeter of excavation to prevent surface water run-off into excavation.

END OF SECTION

SECTION 02370
SOIL EROSION AND SEDIMENT CONTROL
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**SECTION 02370
SOIL EROSION AND SEDIMENT CONTROL**

PART 1. GENERAL

1.1 SCOPE

- A. Erosion and sediment control measures must be employed prior to initiating any construction activity and maintained during the construction period. They shall be employed during the construction period and shall include all measures required to prevent soil erosion from the site until permanent erosion control measures are installed. Work shall be accomplished through, but not limited to, the use of vegetative measures, such as mulching and grassing, and structural practices including berms, dikes, sediment barriers, sediment traps, sediment basins, silt fences, check dams, construction exits, sediment barriers, sediment traps, and slope drains.
- B. Erosion control measures described herein shall be continued until such time as permanent planting and restoration of natural areas is effectively in control of erosion from project site.
- C. Failure to install and maintain temporary erosion control measures throughout the construction period may be cause to halt construction by governing authorities until such measures are correctly installed and operational. Activity covered in this contract is regulated by the State's Erosion and Sediment Control Act (O.C.G.A. 12-7-1, *et seq.*) and NPDES General Permit for Stormwater Discharges Associated with Construction Activity. ([GAR 100001, GAR 100002, or GAR 100003])

1.2 RELATED WORK

- A. Section 01410 – Testing Services
- B. Section 02920 – Grassing.
- C. Construction Drawings.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM).
- B. Contractor shall comply with applicable codes, rules, ordinances, regulations, and laws of local, municipal, state or federal authorities having jurisdiction over project.
- C. Contractor shall comply with the State's Erosion and Sedimentation Control Act (latest amendment) and NPDES General Permit for Stormwater Discharge

Associated with Construction Activity for Infrastructure Construction projects.

- D. The latest edition of the “Manual for Erosion and Sediment Control in Georgia” published by the State Soil and Water Conservation Committee of Georgia.

1.4 DEFINITIONS

- A. Final Stabilization: All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures, at least 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches, or geotextiles) have been employed. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines, a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.
- B. Land-Disturbing Activity: Any activity which may result in soil erosion from water or wind and the movement of sediments into State waters or onto lands within the State, including, but not limited to clearing, grubbing, dredging, grading, excavating, transporting, and filling.

PART 2. PRODUCTS

2.1 FILTER FABRIC

- A. All products must satisfy specifications set forth by the Georgia Department of Transportation and be included on the GDOT Qualified products list.
- B. Silt fence shall be constructed in accordance with details shown on Drawings or may be a prefabricated proprietary type subject to approval by Engineer.
- C. All silt fence fabrics shall be listed on the GDOT Qualified Products List and shall meet the requirements of the Manual for Erosion and Sediment Control in Georgia, current edition.

2.2 FILTER MEDIA SOCK

- A. Compost filter media used for sediment barrier filler material shall be weed free and derived from a well-decomposed source of organic matter. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations including time and temperature data. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted. Test methods for the items below should follow US Composting Council Test Methods for the Examination of Composting and Compost guidelines for laboratory procedures:

SECTION 02370-4
SOIL EROSION AND SEDIMENT CONTROL

-
1. PH – 5.0-8.0 in accordance with TMECC 04.11-A, “Electrometric pH Determinations for Compost”
 2. Particle size – 99% passing a 2-inch (50mm) sieve and a maximum of 40% passing a 3/8 inch (9.5mm) sieve, in accordance with TMECC 02.02-B, “Sample Sieving for Aggregate Size Classification”. (Note- In the field, product commonly is between ½ in., [12.5mm] and 2 inches [50mm] particle size.)
 3. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
 4. Material shall be relatively free (<1% by dry weight) of inert or foreign man-made materials.
 5. Sock containment system for compost filter media shall be a photodegradable or biodegradable knitted mesh material with 1/8 in. to 3/8 in., openings.

2.3 HAY BALE BARRIERS

- A. Hay bales shall be well compacted straw, standard size, wire bound. Hay bales may be used as an alternate to silt fence as approved by Engineer.

2.4 GRASS

- A. Grass seed for temporary erosion control shall be applied at the rates and dates indicated on the Erosion & Sediment Control Plans in the Drawings.
- B. For additional information regarding temporary grassing and mulching, see “Manual for Erosion and Sediment Control in Georgia”.

2.5 FERTILIZER

- A. Commercial grass fertilizer of approved type conforming to State fertilizer laws shall be applied at rates shown on the Drawings.
- B. Agricultural lime to be applied at a rate determined by a Soil Test conducted by the contractor.

2.6 MULCH

- A. Dry straw or hay of good quality, free of weed seed – spread at a rate of 2-1/2 tons per acre.
- B. Wood waste, chips, sawdust or bark spread 2 to 3 inches deep (about 6 to 9 tons per acre).

- C. Erosion control matting or netting, such as excelsior, jute, textile and plastic matting, and netting applied in accordance with manufacturer's recommendations.

2.7 CHEMICALS FOR DUST CONTROL

- A. Calcium chloride, anionic asphalt emulsion, latex emulsion or resin-in-water emulsion or other approved by the [Georgia] Department of Transportation may be used for dust control.

PART 3. EXECUTION

3.1 GENERAL

- A. All disturbed soil areas except those to support paving shall be graded and protected from erosion by grassing. Storm water conveyance systems shall have sediment barriers installed at all entrances, intersection, change in direction and discharge points.
- B. Erosion control shall be directed toward and have the purpose of controlling soil erosion at its potential source. Downstream sediment entrapment measures shall be employed, but only as a backup to primary control at the source.
- C. A continuing program of installation and maintenance of sediment control measures shall be employed during the construction period.
- D. Erosion Control Schedule
 - 1. Prior to the pre-construction conference, Contractor shall submit to the Engineer his proposed erosion control plan for the project in accordance with requirements of this section. The schedule shall be based on an analysis of the project conditions and shall be in written form. This schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, including trenching and backfilling, construction of permanent erosion control features and the proposed uses of temporary erosion control features. Schedule shall also include proposed methods to prevent pollution of streams, lakes and rivers and other water resources.
 - 2. Contractor shall outline his proposed methods of controlling erosion and preventing pollution on public and construction access roads, staging areas and waste disposal areas.
 - 3. No work shall be started until the aforementioned plans and schedules have been accepted by Engineer. Contractor will be responsible for accomplishment of work in accordance with accepted plans and schedules. Engineer may approve changes made necessary by unforeseen circumstances that are beyond the control of Contractor.

-
- E. Engineer has the authority to limit the surface area of erodible earth materials exposed by clearing and grubbing, the surface area of erodible earth exposed by excavation and backfill operations and to direct Contractor to provide immediate permanent or temporary erosion and pollution control measures to prevent contamination of adjacent streams or other water courses.
 - F. Clearing and grubbing operations shall be so scheduled and performed that grading operations and permanent erosion control features can immediately follow thereafter, if the project conditions permit, otherwise temporary erosion control measures will be required between successive construction stages.
 - G. Engineer will require Contractor to limit the area of excavation, trenching and pipe laying operations in progress commensurate with Contractor's capability and progress in keeping finish grading, mulching, seeding and other permanent and/or temporary measures current with accepted schedule.

3.2 TEMPORARY GRASSING AND MULCHING

- A. Where staged construction or other conditions not controlled by Contractor prohibit the completion of work in a continuous manner; Engineer may order Contractor to apply temporary seeding or temporary mulch to an erodible area.
- B. Temporary grass shall consist of sowing a quick growing species of grass suitable to the area and season. Seeding rates shall be in accordance with the Drawings. Ground preparation will be limited to blading the area to the amount deemed practical by the Engineer for a seedbed and the elimination of water pockets. Fertilizer shall be applied at a rates shown on the Drawings.
- C. Areas to be mulched need not be to finished grade. The mulched areas may be placed on slopes as steep as 2:1 using a tractor to imbed the mulch into the slope.
- D. Spread wood waste uniformly on slopes that are 3:1 and flatter. No anchoring is needed.
- E. Commercial matting and netting. Follow manufacturer's specifications included with the material.

3.3 GRASSING

- A. See Section 02920 – Grassing.

3.4 SEDIMENT TRAPS

- A. Sediment traps shall be installed by Contractor in accordance with details shown on drawings.
- B. Sediment traps shall be maintained until other erosion control methods can be

substituted for them.

- C. Sediment traps shall be cleaned out when they are ½ filled with silt.
- D. Sediment traps shall be removed from the construction area when their use is no longer required.

3.5 SILT FENCES

- A. Temporary silt fences shall be located at all points where surface water can leave the construction area.
- B. Silt fences shall be constructed to remove sediments from flowing water through filtration and sedimentation. Silt fences shall be constructed in accordance with the details shown on drawings.
- C. Silt fences shall be arranged to create ponding behind them. Provision shall be made for removing accumulated sediments and maintaining ponding capacity.
- D. Silt fences shall be removed, and the area restored when permanent erosion control is effective.

3.6 FILTER MEDIA SOCK

- A. Secure the sock in the center and ends with 2 x 2 stakes or #4 rebar 1.5 to 2 feet deep. If the filter sock is to be left as a permanent feature, it shall be seeded at time of installation for establishment of permanent vegetation.

3.7 GRADING OPERATIONS

- A. Grading operations shall be scheduled so that ground surface will be disturbed for the shortest possible time before permanent construction is installed. Large areas shall be maintained as flat as possible to minimize soil transport through surface flow.
- B. Wherever steeper slopes or abrupt changes in grade are required, a diversion or berm shall be constructed at the top of slope to cause surface water to flow along the diversion to a control point to be transported down slope in a slope drain. In no case shall surface water be allowed to flow uncontrolled down slopes.

3.8 CONSTRUCTION IN STREAM BEDS

- A. Unless otherwise approved in writing by Engineer, construction operations in rivers, streams and impoundments shall be restricted to those areas that must be entered for the construction of temporary or permanent structures. As soon as conditions permit, rivers, streams and impoundments shall be promptly cleared of all false-work, sheeting or piling which are to be removed, debris and other obstructions. Frequent fording of live streams with construction equipment will not be permitted;

therefore, temporary bridges or other structures shall be used whenever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing by Engineer, mechanized equipment shall not be operated in live streams except as may be required to construct channel changes and temporary or permanent structures, and to remove temporary structures.

3.9 RUN-OFF EROSION AND SEDIMENTATION CONTROLS

- A. During construction, route run-off through sedimentation barriers and check dams as practical.
- B. Contractor shall maintain sedimentation devices in functional condition. Sedimentation barriers and check dams shall be cleaned out when these devices are at least 60 percent of their capacity. Defective materials in barriers and check dams shall be replaced.
- C. Contractor shall establish sedimentation barriers at the toe of slopes under construction. These barriers may be relocated and reused after permanent slope stabilization becomes established. As they are relocated, any defective materials shall be replaced. In addition, all debris and silt at previous location will be removed.
- D. A 6-inch minimum thickness of crushed stone construction exit pad shall be located at all access points to site from public streets in accordance with details shown on drawings. All construction vehicles leaving construction site shall have mud cleaned from their tires at these points to protect public streets from the transportation of sediment from site.

3.10 DUST CONTROL

- A. Dust raised from vehicular traffic will be controlled by wetting down the access road with water or by the use of a deliquescent chemical, such as calcium chloride, if the relative humidity is over 30%. Chemicals shall be applied in accordance with the manufacturer's recommendations. There shall be no separate payment to the Contractor for dust control measures. Any costs connected thereto shall be a subsidiary responsibility of the Contractor.

3.11 CLEANUP AND REMOVAL

- A. At the time, that permanent erosion control is effective, temporary devices and their accumulated sediments shall be removed.
- B. Silts and deposits removed from control barriers shall be placed in eroded areas and shall be replanted.

END OF SECTION

SECTION 02445
JACK AND BORE CROSSINGS
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SECTION 02445
JACK AND BORE CROSSINGS

PART 1. GENERAL

1.1 SCOPE

- A. The work covered by this Section includes furnishing all labor, materials, and equipment required to bore and jack casings, to install casing by open cut, to install free bores and to properly complete pipeline construction as described herein and/or shown, on the construction drawings.

1.2 RELATED SECTIONS

- A. Section 02530 – Sanitary Sewer Collection System

1.3 REGULATORY REQUIREMENTS

- A. General: Supply all materials and perform all work in accordance with applicable American Society of Testing Materials (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI) or other recognized standards. Latest revisions of all standards are applicable. If requested by the Owner, submit evidence that manufacturer has consistently produced products of satisfactory quality and performance over a period of at least 2 years.

1.4 SUBMITTALS

- A. Submit shop drawings, product data, and experience.
- B. Material Submittals: The Contractor shall provide shop drawings and other pertinent specifications and product data as follows:
 - 1. Shop drawings for casing pipe showing sizes and connection details.
 - 2. Casing Spacers.
- C. Experience Submittals: Boring and jacking casing is deemed to be specialty contractor work. If the Contractor elects to perform the work, the Contractor shall provide evidence as required by the General Conditions. A minimum of five (5) continuous years of experience in steel casing construction is required of the casing installer. Evidence of this experience must be provided with the shop drawings for review by the Owner and their Engineers.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Material shall be unloaded in a manner that will avoid damage and shall be stored where it will be protected and will not be hazardous to traffic. The Contractor shall repair any damage caused by the storage. Material shall be examined before

installation and neither damaged nor deteriorated material shall be used in the work.

- B. Shall be as described in Section 01605 – Shipment, Protection and Storage.

PART 2. PRODUCTS

2.1 MATERIALS AND CONSTRUCTION

A. Steel Casing:

1. The casing pipe shall be new and unused steel pipe, conforming to ASTM A-139, Grade B, electric fusion welded steel pipe, having a minimum yield strength of 35,000 psi. The exterior of the steel casing pipe shall be fully coated with a coal tar epoxy.
2. The thicknesses of casing shown in Paragraph D below are minimum thicknesses. Actual thicknesses shall be determined by the casing installer, based on evaluation of the required forces to be exerted on the casing when jacking. Any buckling of the casing due to jacking forces shall be repaired at no additional cost to the Owner.
3. The diameters of casing shown in Paragraph D below and shown on the drawings are minimum. Larger casings, with the Owner and/or Engineer's approval, may be provided at no additional cost to the Owner, for whatever reasons the Contractor may decide, whether casing size availability, line and grade tolerances, soil conditions, etc.
4. Casing Sizes:

UNDER HIGHWAYS		
<u>Pipe Dia. (Inches)</u>	<u>Casing Pipe (Inches)</u>	<u>Wall Thickness (Inches)</u>
4	10"	0.250
6	12"	0.250
8	16"	0.250
10	16"	0.250
12	18"	0.250
16	24"	0.312
18	30"	0.375
20	30"	0.375
24	36"	0.500

- B. Casing for pipes less than or equal to 3-inches shall be polyvinyl chloride pipe (PVC) which has a minimum wall thickness equal to Schedule 80.
- C. Casing Spacers: Casing spacers shall meet one of the following requirements:
1. Casing spacers shall be flanges, bolt-on style with a two-section stainless

steel shell lined with a PVC liner, minimum 0.09-inch thick also having a hardness of 85-90 durometer. Runners shall be attached to stainless steel risers which shall be properly welded to the shell. The height of the runners and risers shall be manufactured such that the pipe does not float within the casing. Casing spacers shall be Cascade Waterworks Manufacturing Company or Advanced Products & Systems, Inc., or equivalent product approved by the Engineer.

- D. Carrier Pipe: Carrier pipe shall meet requirements as specified in Section 02510 or 02530.

2.2 EQUIPMENT

- A. A cutting head shall be attached to a continuous auger mounted inside the casing pipe.

PART 3. EXECUTION

3.1 GENERAL

- A. Interpretation of soil investigation reports and data if available, investigating the site and determination of the site soil conditions prior to bidding is the sole responsibility of the Contractor. Any subsurface investigation by the bidder or Contractor must be approved by the appropriate authority having jurisdiction over the site.
- B. Casing construction shall be performed so as not to interfere with, interrupt or endanger roadway surface and activity thereon, and minimize subsidence of the surface, structures, and utilities above and in the vicinity of the casing. Support the ground continuously in a manner that will prevent loss of ground and keep the perimeters and face of the casing, passages and shafts stable. The Contractor shall be responsible for all settlement resulting from casing operations and shall repair and restore damaged property to its original or better condition at no cost to the Owner.
- C. Face Protection: The face of the excavation shall be protected from the collapse of the soil into the casing.
- D. Casing Design: Design of the bore pit and required bearing to resist jacking forces is the responsibility of the Contractor. The excavation method selected shall be compatible with expected ground conditions. The lengths of the casing shown on the Drawings are the minimum lengths required. The length of the casing may be extended for the convenience of the Contractor, at no additional cost to the Owner. Due to restrictive right-of-way and construction easements, boring and jacking casing lengths less than the nominal 20-foot length may be necessary.
- E. Highway Crossing:
 - 1. The Contractor shall be held responsible and accountable for the

coordinating and scheduling of all construction work within the highway right-of-way.

2. Work along or across the highway department rights-of-way shall be subject to inspection by such highway department.
3. All installations shall be performed to leave free flows in drainage ditches, pipes, culverts or other surface drainage facilities of the highway, street or its connections.
4. No excavated material or equipment shall be placed on the pavement or shoulders of the roadway without the express approval of the highway department.
5. In no instance will the Contractor be permitted to leave equipment (trucks, backhoes, etc.) on the pavement or shoulder overnight. Construction materials to be installed, which are placed on the right-of-way in advance of construction, shall be placed in such a manner as not to interfere with the safe operation of the roadway.
6. The Contractor shall be responsible for providing the Owner and/or Engineer sufficient information to obtain a blasting permit in a timely manner.

3.2 GROUNDWATER CONTROL

- A. The Contractor shall control the groundwater throughout the construction of the casing.
- B. Methods of dewatering shall be at the option and responsibility of the Contractor. Maintain close observation to detect settlement or displacement of surface facilities due to dewatering. Should settlement or displacement be detected, notify the Owner immediately and take such action as necessary to maintain safe conditions and prevent damage.
- C. When water is encountered, provide and maintain a dewatering system of sufficient capacity to remove water on a 24-hour basis keeping excavations free of water until the backfill operation is in progress. Dewatering shall be performed in such a manner that removal of soil particles is held to a minimum. Dewater into a sediment trap and comply with requirements specified in Section 02300 of these Specifications.

3.3 SAFETY

- A. Provide all necessary bracing, bulkheads, and shields to ensure complete safety to all traffic persons and property at all times during the work. Perform the work in such a manner as to not permanently damage the roadbed or interfere with normal traffic over it. If in the opinion of the Engineer the installation is being conducted in an unsafe manner, the Contractor will be required to stop work and bulkhead the

heading until suitable agreements are reached between the Contractor and the Engineer.

- B. Observe all applicable requirements of the regulations of the authorities having jurisdiction over this site. Conduct the operations in such a manner that all work will be performed below the level of the roadbed.
- C. Perform all activities in accordance with the Occupational Safety and Health Act of 1970 (PL-596), as amended, applicable regulations of the Federal Government, OSHA 29CFR 1926 and applicable criteria of ANSI AIO.16-81, "Safety Requirements for Construction of Tunnel Shafts and Caissons".

3.4 BORING AND JACKING

A. Shaft:

1. Conduct boring and jacking operations from a shaft excavated at one end of the section to be bored. Where conditions and accessibility are suitable, place the shaft on the downstream end of the bore.
2. The shaft shall be rectangular and excavated to a width and length required for ample working space. If necessary, sheet and shore shaft properly on all sides. Shaft sheeting shall be timber or steel piling of ample strength to safely withstand all structural loadings of whatever nature due to site and soil conditions. Keep preparations dry during all operations. Perform pumping operations as necessary.
3. The bottom of the shaft shall be firm and unyielding to form an adequate foundation upon which to work. In the event the shaft bottom is not stable, excavate to such additional depth as required and place a gravel sub-base or a concrete sub-base if directed by the Engineer due to soil conditions.

B. Jacking Rails and Frame

1. Set jacking rails to proper line and grade within the shaft. Secure rails in place to prevent settlement or movement during operations. The jacking rails shall cradle and hold the casing pipe on true line and grade during the progress of installing the casing.
2. Place backing between the heels of jacking rails and the rear of the shaft. The backing shall be adequate to withstand all jacking forces and loads.
3. The jacking frame shall be of adequate design for the magnitude of the job. Apply thrust to the end of the pipe in such a manner to impart a uniformly balanced load to the pipe barrel without damaging the joint ends of the pipe.

- C. Boring and jacking of casing pipes shall be accomplished by the dry auger boring method without jetting, sluicing or wetboring.

- D. Auger the hole and jack the casing through the soil simultaneously.
- E. Bored installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing pipe to be installed.
- F. Execute boring ahead of the casing pipe with extreme care, commensurate with the rate of casing piping penetration. Boring may proceed slightly in advance of the penetrating pipe and shall be made in such a manner to prevent any voids in the earth around the outside perimeter of the pipe. Make all investigations and determine if the soil conditions are such as to require the use of a shield.
- G. As the casing is installed, check the horizontal and vertical alignment frequently. Make corrections prior to continuing operation. For casing pipe installations over 100 feet in length, the auger shall be removed, and the alignment and grade checked at minimum intervals of 60 feet.
- H. Any casing pipe damaged in jacking operations shall be repaired, if approved by the Owner and/or Engineer, or removed and replaced at Contractor's own expense.
- I. Lengths of casing pipe, as long as practical, shall be used except as restricted otherwise. Joints between casing pipe sections shall be butt joints with complete joint penetration, single groove welds, for the entire joint circumference, in accordance with AWS recommended procedures. Prior to welding the joints, the Contractor shall ensure that both ends of the casing sections being welded are square.
- J. The Contractor shall prepare a contingency plan which will allow the use of a casing lubricant, such as bentonite, in the event excessive frictional forces jeopardize the successful completion of the casing installation.
- K. Once the jacking procedure has begun, it should be continued without stopping until completed, subject to weather and conditions beyond the control of the Contractor.
- L. Care should be taken to ensure that casing pipe installed by boring and jacking method will be at the proper alignment and grade.
- M. The Contractor shall maintain and operate pumps and other necessary drainage system equipment to keep work dewatered at all times.
- N. Adequate sheeting, shoring and bracing for embankments, operating pits and other appurtenances shall be placed and maintained to ensure that work proceeds safely and expeditiously. Upon completion of the required work, the sheeting, shoring and bracing should be left in place, cut off, or removed, as designated by the Owner and/or Engineer.
- O. Trench excavation, all classes and type of excavation, the removal of rock, muck, debris, the excavation of all working pits and backfill requirements of Section 02260

– Trench Excavation and Support are included under this Section.

- P. All surplus material shall be removed from the right-of-way and the excavation finished flush with the surrounding ground.
- Q. Grout backfill shall be used for unused holes or abandoned pipes.

3.5 WELDING

- A. Steel casing pipe shall be field-butt weld by experienced welders generally according to AWWA C206, Section 5: Welding-Procedure Details. Field joints shall be continuous, circumferential welded to result in a joint meeting the minimum strength requirements of base metals and which is completely watertight.

3.6 FREE BORING

- A. Where the Drawings indicate a pipeline is to be installed by boring without casing, the Contractor shall construct the crossing by the free bore method. The free bore method shall be accomplished by the dry auger boring method without jetting, sluicing, wet boring, or by “punching”.
- B. The diameter of the free bore shall not exceed the pipe bell outside diameter or the pipe barrel outside diameter plus 1-inch, whichever is greater.
- C. Free boring, where indicated on the Drawings, is to be performed at the Contractor’s option. The Contractor may choose to construct the crossing by the conventional bore and jack casing methodology.
- D. The Contractor shall be responsible for any settlement of the roadway caused by the free bore construction activities.
- E. If the Contractor elects to free bore, and an acceptable installation does not result for any reason, the Contractor shall install a casing pipe by the bore and jack method.

3.7 VENTILATION AND AIR QUALITY

- A. Provide, operate and maintain for the duration of casing project a ventilation system to meet safety and OSHA requirements.

3.8 ROCK EXCAVATION

- A. In the event that rock is encountered during the installation of the casing pipe which, in the opinion of the Owner and/or Engineer, cannot be removed through the casing, the Owner and/or Engineer may authorize the Contractor to complete the crossing by a method established in a change order.
- B. At the Contractors option, the Contractor may continue to install the casing and remove the rock through the casing at no additional cost to the Owner and/or

Engineer.

3.9 INSTALLATION OF PIPE

- A. After construction of the casing is complete, and has been accepted by the Owner, install the pipeline in accordance with the Drawings and Specifications.
- B. Check the alignment and grade of the casing and prepare a plan to set the pipe at proper alignment, grade and elevation, without any sags or high spots.
- C. The carrier pipe shall be supported within the casing by use of casing spacers sized to limit radial movement to a maximum of 1 inch. Provide a minimum of one casing spacer per nominal length of pipe. Casing spacers shall be attached to the pipe per manufacturers recommendations or at maximum 18 to 20-foot intervals.
- D. Seal the ends of the casing with one-piece synthetic rubber especially formulated for sealing casing/carrier pipe.

3.10 SHEETING REMOVAL

- A. Remove sheeting used for shoring from the shaft and off the job site. The removal of sheeting, shoring, and bracing shall be done in such a manner as not to endanger or damage either new or existing structures, private or public properties, and also to avoid cave-ins or sliding in the banks.

3.11 BACKFILLING

- A. Permanently backfill the bore pits and trenches immediately after approval of the casing and carrier pipe installation by the Engineer. Backfilling and compaction shall be as specified in Section 02315 – Excavation, Trenching and Backfill for Utility Systems.

END OF SECTION

SECTION 02530
SANITARY SEWER COLLECTION SYSTEM
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SECTION 02530
SANITARY SEWER COLLECTION SYSTEM

PART 1. GENERAL

1.1 SCOPE

- A. This section of the Specifications describes products to be incorporated into the sanitary sewer and requirements for the installation and use of these items. The contractor shall furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.
- B. Bypassing of raw wastewater onto the ground or into a receiving stream is prohibited.

1.2 RELATED WORK

- C. Other work required for the construction of the sanitary sewer collection system is specified in the following of the specifications:

Section No.	Title
02300	Earthwork
02315	Excavation, Trenching and Backfilling for Utilities
02920	Grassing

1.3 REFERENCES

- A. ASTM D 3740-94a – Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ASTM E 329-93b – Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- C. ASTM D 3034-94 – Type PSM PVC Sewer Pipe and Fittings.
- D. ASTM D 2321-89 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Installations.
- E. ANSI/AWWA C 150/A-21.50-96 – Thickness Design of Ductile Iron Pipe.
- F. ANSI/AWWA C 151/A-21.51-91 – Ductile Iron Pipe, Centrifugally Cast, for Water or Other Liquids.

- G. ASTM A 746-95 – Ductile Iron Gravity Sewer Pipe.
- H. ASTM D 3212-92 – Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
- I. ASTM F 477-95 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- J. ASTM D 3139-95 – PVC Pressure-Rated Pipe (SDR-Series).
- K. ASTM D 3139-95 – Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seams.
- L. ASTM D 139-93a – Electric-Fusion (Arc) Welded Steel Pipe (NPS 4 and over).
- M. ASTM C 478-94 – Precast Reinforced Concrete Manhole Sections.
- N. ASTM C 443-94 – Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
- O. ACI 318-89 – Building code Requirements for Reinforced Concrete.
- P. ASTM C 39-94 – Compressive Strength of Cylindrical Concrete Specimens.
- Q. ASTM C 890-91 – Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
- R. ASTM C 891-90 – Installation of Underground Precast Concrete Utility Structures.
- S. ASTM C 913-89 – Precast Concrete Water and Wastewater Structures.
- T. ASTM A 615/A 615 M-95b – Deformed and Plain Billet – Steel Bars for Concrete Reinforcement.
- U. ANSI/AWWA C-500-93 – Metal-Seated Gate Valves for Water Supply Service.
- V. ANSI/AWWA C-509-94 – Resilient-Seated Gate Valves for Water Supply Service.

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- W. AASHTO T 191-91 – Density of Soil in-Place by the Sand-Cone Method.

- X. ASTM D 2922-91 – Test Methods for Density of Soil and Soil Aggregate in Place By Nuclear Methods (Shallow Depths).

- Y. ASTM D 1557-91 – Laboratory Compaction Characteristics of Soil Using Modified Effort.

- Z. ASTM D 1556-90 – Density and Unit Weight of Soil in Place by the Sand Cone Method.

- AA. ASTM D 714-87 (Re-approved 1994) – Evaluation Degree of Blistering Paints.

- BB. ASTM D 2794-93 – Resistance of organic Coatings to the Effects of Rapid Deformation (Impact).

- CC. ASTM E 96-95 – Water Vapor Transmission of Materials.

- DD. ANSI/AWWA C 111/A 21.11-95 – Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

- EE. ASTM A 377-95 – Index and Specifications for Ductile Iron pressure Pipe and Fittings.

- FF. ANSI/AWWA C 600-93 – Installation of Ductile Iron Water Mains and their appurtenances.

- GG. ASTM C890-73 (Latest Revision) – Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete for Water and Wastewater Structures.

- HH. ASTM C891-78 (Latest Revision) – Standard Practice for Installation of Underground Precast concrete Utility Structures.

- II. ASTM C913-79 (Latest Revision) – Precast Concrete Water and Wastewater Structures.

- JJ. 1990 Edition of the Recommended Standards for Wastewater Facilities, Great

Lakes – Upper Mississippi River Board of State Public Health and Environmental
Manages, Section 38.31.

1.4 OPTIONS

- A. The specifications describe several materials. Where manufacturer's and models of equipment are named in the specification, it is intended that these are to describe the quality and function required. The Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by the Engineer and the Owner as meeting the specifications.
- B. The Contractor will furnish the Engineer shop drawings including a description of all materials before ordering in accordance with Section 01300. The Engineer will review the Contractor's submittals and provide in writing an acceptance or rejection of material. However, an acceptance of any material by the Engineer does not relieve the Contractor of this responsibility to meet the requirements of the construction plans or these specifications.

1.5 QUALITY ASSURANCE

- A. Material and equipment shall be the standard product of a manufacturer who has manufactured them for a minimum of 2 years and who provides published data on the quality and performance of the project.
- B. A Subcontractor for any part of the work must have experience on similar work and if required, furnish the Engineer with a list of projects and the Owners or Engineers who are familiar with his competence.
- C. Devices, equipment, structures, and systems not designated by the Engineer that the Contractor wishes to furnish shall be designed either by a registered professional engineer or by someone the Engineer approved as qualified. If required, complete design calculations and assumptions shall be furnished to the Engineer before acceptance.
- D. All testing of the piping shall be made by the Contractor with equipment qualified by the Owner, Engineer, or utility company and in the presence of the Engineer, Owner and utility company. The Engineer or his representative reserves the right to accept or reject testing equipment.
- E. Soil testing shall be done by a testing laboratory regularly engaged in soil testing and shall be approved by the Engineer prior to engagement. Mill certificates of test on materials made by manufacturers will be accepted provided the manufacturer maintains an adequate testing laboratory, make regularly scheduled tests that are spot checked by an outside laboratory, and furnishes satisfactory certificates with the name of the one making the test.

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- F. The details of all welded joints shall comply with all of the requirements for joints, which are accepted without qualification test under the “Code of Arc and Gas Welding in Building Construction of the American Welding Society”. Workmanship shall conform to A.I.S.C. Specifications for Fabrication and Erection. All work shall be executed by skilled workmen under experienced supervision. All welding shall be done by welders who have been previously qualified by tests as prescribed in the “American Welding Society Standard Qualification Procedure” to perform the type of work required. Welders shall have passed the qualification test using procedures covered in AWSS B3.0 Part II within the preceding 12 months.

1.6 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Shall be as described in Section 01605 – Shipment, Protection and Storage.

1.7 ALTERNATIVES

- A. The intention of these specifications is to produce the best system for the Owner. If the Contractor suggests that alternate material, equipment or procedures will improve the results at no additional costs, the Engineer and the Owner will examine the suggestion and if it is accepted, it may be used. The basis upon which acceptance of an alternate will be given is its value to the Owner, and not for the convenience of the Contractor.

1.8 GUARANTEE

- A. The contractor shall guarantee the quality of the materials, equipment, and workmanship for 12 months after acceptance of the completed Project. Defects discovered during that period shall be repaired by the Contractor, at no cost to the Owner. The Performance Bond shall reflect this guarantee.
- B. The manufacturers of equipment, valves, pumps, controls, measuring devices and special equipment shall test the equipment at field conditions for compliance with the specifications. The manufacturer shall guarantee his product to be free from defects in material and factory workmanship for a period of one (1) year from date of acceptance of the completed project, provided the product is properly installed, serviced and operated under normal conditions according to the manufacturer’s instructions. The manufacturer shall furnish the service of a representative of the Engineer with a certificate that the equipment meets the specifications and will perform as required. The manufacturer shall furnish four (4) field trips to the facility by a service representative during the first year after completion of the Project at no cost to the Owner.

1.9 EXISTING UTILITIES

- A. All known utility facilities are shown schematically on plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service

lines or unknown facilities not shown on plans will not relieve the Contractor of his responsibility under this requirement. "Existing Utilities Facilities" means any utility that exists on the projects in its original, relocated or newly installed position. The Contractor will be held responsible for the cost of repairs to damaged underground facilities, even when such facilities are not shown on the plans. The Contractor shall contact all utility companies prior to beginning work and request an accurate field location of their respective utility lines.

- B. Damage to any part of the existing facilities by the Contractor or Subcontractors, that is repaired by the user's and/or Owner's forces, shall be charged to the Contractor on the basis of time and material, plus 30% for overhead and administration.

1.10 JOB CONDITIONS

- A. The installation of the wastewater collection system must be coordinated with other work on the site. Generally, the wastewater pipes will be installed first and shall be backfilled and protected so that subsequent excavating and backfilling of other utilities does not disturb them. The Contractor shall replace or repair any of the damaged pipe or structure.

1.11 SEQUENCING AND SCHEDULING

- A. The Contractor shall arrange his work so that sections of sewers between manholes are backfilled and tested, lateral sewers connected, pavement replaced, and the section placed in service as soon as reasonable after it is installed.

1.12 ACCEPTANCE OF PORTIONS OF WORK

- A. The Owner reserves the right to accept and use any portion of the work whenever it is considered in the public interest to do so.

1.13 RECORD DATA

- A. It will be required of the Contractor to keep accurate, legible records of the location of any deviations from the construction drawings, any additional items or structures to the construction drawings. These records will be made available to the Engineer before his observation for incorporation into the Engineer's Record Drawings.

PART 2. PRODUCTS

Products and materials used in the work shall conform to the following:

2.1 SANITARY SEWER PIPE

- A. Polyvinyl Chloride (PVC) Pipe – Shall be unplasticized polyvinyl chloride with

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integral wall bell and spigot joints with a rubber ring gasket. Pipe and fittings shall meet the requirements of ASTM-D 3034 SDR 35 for use as a gravity sewer conduit, except for depths greater than ten feet (10') where ductile iron pipe or PVC pipe meeting the requirements of ASTM 3034 SDR 26 must be used. At depths greater than fourteen feet (14') PVC pipe shall be SDR 26 and Type 6 bedding shall be used. All pipe must be installed in accordance with ASTM D 2321, with additional bedding as required in these specifications or project details. Sizes and dimensions shall be as shown in the following table. Pipe shall be green in color.

Nominal	Outside Diameter		Minimum Wall	Minimum Wall
	Average	Tolerance		
4"	4.215	±0.007	0.120	0.162
6"	6.275	±0.009	0.180	0.241
8"	8.400	±0.010	0.240	0.323
10"	10.500	±0.013	0.300	0.404
12"	12.500	±0.016	0.360	0.481
15"	15.300	±0.210	0.437	

- B. Minimum pipe stiffness (F/Y) as 5% deflection shall be 46 psi for all sizes when tested in accordance with ASTM D2412.
- C. PVC gravity sewer pipe shall be supplied in lengths no longer than 13 feet.
- D. Each length of pipe shall be marked with the manufacturer's name, trade name, nominal size, class, hydrostatic test pressure, manufacturer's standard symbol to signify it was tested, and date of manufacture. Each rubber ring shall be marked with the manufacturer's identification, the size, the year of manufacture, and the classes of pipe with which it can be used.
- E. PVC is not allowed for sewers with less than three (3') feet of cover or more than fourteen (14') feet of cover, storm sewer crossings or with 15% or greater slope. Ductile iron pipe will be required at these locations.

2.2 FUSIBLE POLYVINYLCHLORIDE (FPVC) PRESSURE PIPE FOR WASTEWATER

- A. Fusible polyvinylchloride pipe and fittings shall meet the requirements of ASTM-D 3034 SDR 26 for use as a gravity sewer conduit. All pipe must be installed in accordance with ASTM D 2321. FPVC pipe shall be SDR 26.
- B. Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
- C. Fusible polyvinylchloride pipe shall be manufactured in a standard 40' nominal length, or custom lengths as specified.

- D. Fusible polyvinylchloride pipe shall be green in color for wastewater use.
- E. Pipe generally shall be marked to include as a minimum:
1. Nominal pipe size
 2. PVC
 3. Dimension Ratio, Standard Dimension Ratio, or Schedule
 4. Pressure class or standard pressure rating
 5. Standard designation number or pipe type
 6. Extrusion production-record code
 7. Trademark or trade name
 8. Cell Classification 12454 and/or PVC material code 1120 may also be included
- F. Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other visible deleterious faults.
- G. FPVC FUSION JOINTS
1. Unless otherwise specified, fusible polyvinylchloride pipe lengths shall be assembled in the field with butt-fused joints. The Contractor shall follow the pipe supplier's written guidelines for this procedure. All fusion joints shall be completed as described in this specification.
- H. FPVC CONNECTIONS AND FITTINGS FOR PRESSURE APPLICATIONS
1. Connections shall be defined in conjunction with the coupling of project piping, as well as the tie-ins to other piping systems. All connections of FPVC to DI must be fully restrained with Megalug system or similar.
- I. DUCTILE IRON MECHANICAL AND FLANGED FITTINGS
1. Acceptable fittings for use with fusible polyvinylchloride pipe shall include standard ductile iron fittings conforming to AWWA/ANSI C110/A21.10 and AWWA/ANSI C111/A21.11.
 2. Connections to fusible polyvinylchloride pipe may be made using a restrained retainer gland product for PVC pipe, as well as for MJ or flanged fittings.
 3. Bends, tees and other ductile iron fittings shall be restrained with Megalug or similar system and with the use of thrust blocking or other means as indicated in the construction documents.
 4. Ductile iron fittings and glands must be installed per the manufacturer's guidelines.
- J. FUSIBLE POLYVINYL CHLORIDE SWEEPS OR BENDS
1. Fusible polyvinyl chloride sweeps or bends shall conform to the same

sizing convention, diameter, dimensional tolerances and pressure class of the pipe being joined using the sweep or bend.

2. Fusible polyvinyl chloride sweeps or bends shall be manufactured from the same fusible polyvinyl chloride pipe being used for the installation and shall have at least 2 feet of straight section on either end of the sweep or bend to allow for fusion of the sweep to the pipe installation. There shall be no gasketed connections utilized with a fusible polyvinyl chloride sweep.
3. Standard fusible polyvinyl chloride sweep, or bend angles shall not be greater than 22.5 degrees and shall be used in nominal diameters ranging from 4-inch through 16-inch.

K. SLEEVE-TYPE COUPLINGS

1. Sleeve-type mechanical couplings shall be manufactured for use with PVC pressure pipe and must be restrained.
2. Sleeve-type couplings shall be rated at the same or greater pressure carrying capacity as the pipe itself.

L. EXPANSION AND FLEXIBLE COUPLINGS

1. Expansion-type mechanical couplings shall be manufactured for use with PVC pipe, and must be restrained.
2. Expansion-type mechanical couplings shall be rated at the same or greater pressure carrying capacity as the pipe itself.

M. CONNECTION HARDWARE

1. Bolts and nuts for buried service shall be made of 316 Stainless Steel.

N. TRACING WIRE

1. Tracing wire shall be installed on all pipelines and service lines in a continuous fashion. It shall be brought to the surface at each locator post. It shall be accessible from surface at all valve and meter boxes. Tracer wire for directionally drilled bores shall be a minimum of #8 UL rated for direct bury. Splices shall be UL rated for direct bury and shall be minimized.

2.3 FORCE MAIN

- A. Ductile Iron Pipe – Shall conform to ANSI A21.50 (AWWA C-150) latest revision, ANSI A21.51 (AWWA C-151) latest revision, and ASTM A746. All pipe, except specials, shall be furnished in nominal lengths of 18 to 20 feet. All ductile iron pipes and fittings shall be bituminous coated on the outside and lined with Protecto 401 Ceramic Epoxy or Engineer approved equal on the inside. Sizes shall be as shown on the drawings. All pipe shall have a Pressure Class 350 pressure rating.

Coating on the outside shall be an asphaltic coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when cold or sticky when exposed to the sun and shall be strongly adherent to the iron.

Pipe shall be furnished with flanged joints in exposed locations (i.e. valve vault). Flanged joints shall have bolt circle and bolt holes in accordance with ANSI B16.1, Class 125 and joint shall be rated for 250 psi minimum. Gaskets shall be full face type, 1/16" thick, and shall be standard butadiene copolymer (SBR).

Protecto 401 Ceramic Epoxy or equivalent interior lining is a two component, modified epoxy formulated for corrosion control and shall conform to the following requirements:

Conform to ASTM E96, ASTM D714, ASTM D2794, and ASTM G53.

The ability to build at least 50 mils dry in one coat.

The material shall be recoatable with itself for at least seven days with no additional surface preparation when exposed to direct summer sun and a temperature of 90 degrees F.

The material shall contain at least 20 percent by volume of ceramic quartz pigment.

A test and service history demonstrating the ability of the material to withstand the service expected.

Possess a minimum solids volume content of 88 percent, $\pm$ one percent.

Possess a maximum drying time to allow recoating as follows: 50 degrees F-72 hours; 75 degrees F-18 hours; 90 degrees F-8 hours. If recoating cannot be accomplished within seven days, a light brush blast shall be performed to improve intercoat adhesion.

Polyvinyl Chloride (PVC) Pipe – Shall conform to ASTM D 2241, AWWA C900, DR18 Class 235. PVC pipe shall be the color green and be supplied in 20-foot nominal lengths. Pipe shall be installed in accordance with ASTM D-2321. Joints shall be in accordance with ASTM D-3036.

B. Joints

Flanged Joints – Shall conform to ANSI A21.15 (AWWA C-115) latest revision. Bolts shall conform to ANSI B18.21 and nuts shall conform to ANSI B18.22. Gaskets shall be rubber, either ring or full face, and shall be 1/8 inch thick. Gaskets shall conform to the dimensions recommended by AWWA C-115 latest revision.

Push-On-Joints – In ductile iron pipe shall conform to ANSI A21.11 (AWWA C111) latest revision. The joints shall be equal to "Fastite", "Bell-Tite", "Tyton" or approved equal.

Plastic Pipe – Joints in plastic pipe 4-inches and larger shall meet all

requirements of AWWA C-900 latest revision. Joints in plastic pipe with a diameter less than 4-inches shall conform to ASTM D-3139 latest revision.

Restrained Joints DIP – Restrained joints for pipe, valves and fittings shall be mechanical joints with ductile iron retainer glands equivalent to EBAA Megalug or push-on type joints equivalent to “Flex-Ring”, “TR Flex”, or “Super Lock” and shall have a minimum rated working pressure of 250 psi. The joints shall be in accordance with the applicable portions of AWWA C111. The manufacturer of the joints shall furnish certification, witnessed by an independent laboratory, that the joints furnished have been tested at a pressure of 500 psi without signs of leakage or failure. Restrained joints shall be capable of being deflected after assembly.

Restrained Joints PVC shall be equivalent to Certa-Lok or Eagle-Loc 900 or Diamond Lok-21 with a pressure rating equal or exceeding the pipe specification. Joints shall meet the requirements of AWWA C900.

- C. Fittings – Joints for fittings shall be mechanical joints with ductile iron retainer glands equivalent to “Megalug” or push-on type joints equivalent to “Lok-Ring”, “TR Flex” or “Super Lock” and shall have a minimum rated working pressure of 250 psi. The joints shall be in accordance with the applicable portions of AWWA C 111. The manufacturer of the joints shall furnish certification, witnessed by an independent laboratory, that the joints furnished have been tested at a pressure of 500 psi without signs of leakage or failure. Restrained joints shall be capable of being deflected after assembly. They shall have the same coatings as required by D.I. Pipe. Special adapters shall be provided, as recommended by the manufacturer, to adapt the PVC pipe to mechanical jointing with cast or ductile iron pipe, fittings or valves.
- D. Thrust Blocking – Concrete having compressive strength of not less than 3000 psi shall be used as a cradle or thrust blocking where shown on the plans or where directed by the Engineer. Bends exceeding 22-1/4 degrees, crosses with one opening plugged, and all tees shall be backed with concrete as a thrust block. Blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on ground in each instance shall be that shown on the plans. The blocking shall be so placed that the pipe fitting joints will be accessible for repair. No extra payment will be made for the thrust blocks.

2.4 PIPE JOINTS (GRAVITY SEWER)

- A. Polyvinyl Chloride (PVC) Pipe – Shall be flexible gasket joints for PVC sewer pipe and shall be compression type conforming to ASTM D-3212. The gasket shall conform to ASTM F-477.
- B. Restrained Joints – Restrained joints for pipe, valves and fittings shall be mechanical joints with ductile iron retainer glands equivalent to “Megalug” or push-on type joints equivalent to “Lok-Ring”, “TR Flex” or “Super Lock” and

shall have a minimum rated working pressure of 250 psi. The joints shall be in accordance with the applicable portions of AWWA C 111. The manufacturer of the joints shall furnish certification, witnessed by an independent laboratory, that the joints furnished have been tested at a pressure of 500 psi without signs of leakage or failure. Restrained joints shall be capable of being deflected after assembly.

2.5 MANHOLES

- A. Precast Concrete Manholes – Shall be precast reinforced concrete manholes that meet the requirements of ASTM C478 and the details contained in the project drawings. The minimum compressive strength of the concrete in Precast sections shall be 4000 psi. Manholes may be inspected prior to installation to ensure the structure is free of all defects such as honeycomb and cracks. Any structure having defects shall not be installed and must be removed from the site immediately.
 - 1. Joints – Shall be tongue and groove sealed with flexible gaskets or mastic sealant. Gaskets shall be O-Ring or Type A or B “Tylox” equivalent to ASTM C443; mastic shall be “Ram-nek” with primer. The “Ram-nek” primer shall be applied to all contact surfaces of the manhole joint at the factory in accordance with the manufacturer’s instructions.
 - 2. Manhole Boots – Provide flexible, watertight boot connections meeting the requirements specified herein where sewer pipes enter and connect to manholes. Holes for pipes entering and leaving the manholes shall be core-drilled at the plant location or in the field. Cutting or chipping holes in the manholes is not allowed.
- B. Brick and Mortar - Brick shall be whole and hard burned, conforming to ASTM C 32 Grade MS. Mortar shall be made of one-part Portland cement and two parts clean sharp sand. Cement shall be Type I and shall conform to ASTM C 150. Sand shall meet ASTM C 144.
- C. Frames and Covers – Cast iron manhole frames and covers shall meet the requirements of ASTM A 48 for Class 30 gray iron and all applicable local standards. All castings shall be tough, close grained, smooth and free from blow holes, blisters, shrinkage, strains, cracks, cold shots and other imperfections. No casting will be accepted which weighs less than 95 percent of the design weight. Shop drawings must indicate the design weight and provide sufficient dimensions to permit checking. All castings shall be thoroughly cleaned in the shop and given two coats of approved bituminous paint before rusting begins.
 - 1. Manhole frames and covers shall be as shown on the Standard Detail Drawings.
 - 2. All frames and covers shall have machined horizontal bearing surfaces with “SEWER” printed on them.
 - 3. All manholes shall have standard frames and covers except where

specifically shown otherwise on the Drawings.

- D. Manhole Steps – provide steps in bases, risers, cones, transition cones, and transition top sections aligned vertically on 15” centers. Secure steps to the wall with a compression fit in tapered holes or cast in place. Steps shall not be vibrated or driven into freshly cast concrete or grouted in place. The steps shall be Copolymer Polypropylene plastic reinforced with ½” diameter grade 60 bar and have serrated tread and tall end lugs. Step pullout strength shall be a minimum of 2000 lbs when tested according to ASTM C497. The manhole steps shall meet the requirements of ASTM C478, A615 and D4101.
- E. Pipe Connections – Shall have flexible, watertight boot connection at the point of entry of any sewer main into the manhole. The boot shall be made of resilient EPDM or Polyisoprene rubber conforming to ASTM C923. The inner and outer bands shall be made of a minimum of 304 stainless steel conforming to ASTM A167. The rubber boot shall be as manufactured by Kor-N-Seal, Lock-Joint, PSX or Engineer approved equal. The pipe shall stop flush with the inside face of the manhole. The void between the pipe and rubber boot shall be completely filled with grout and smoothed such that the pipe forms to be an integral part of the manhole and does not encroach into the pipe opening or hang over the pipe opening. There shall only be 3 penetrations in one single vertical plane. Service laterals shall be a minimum of 6” above the bottom invert of the manhole.
- F. Manhole Foundation – The manhole base shall be set on a compacted mat of size #57 crushed stone graded level at the thickness shown on the standard detail drawings. In wet areas, the crush stone mat shall be thickened as needed to provide a non-yielding foundation. Manholes over twelve (12) feet deep shall be placed on a reinforced concrete slab as shown on the detail sheets.

2.6 AIR RELEASE VALVES

- A. Combination air valves shall be installed in accordance with these Specifications and construction drawing details.
- B. Air valves shall be single body and provide a combination of air release and air/vacuum protection. These valves are designed to allow the escape of air, close water-tight when liquid enters the valve and allow air to enter in the event of a vacuum. The valve body shall be composed of 316 stainless steel or reinforced nylon as shown on plans. All materials of the valve shall be corrosion-resistant and any metallic parts shall be 316 stainless steel.
- C. Valves shall be recommended by the manufacturer for wastewater service with a normal operating pressure range of 1 psig to 150 psig and shall be A.R.I., USA D-025, DeZurik APCO ASU, H-Tec 986 or pre-approved equal.

2.7 BALL VALVES (3-inches and smaller)

- A. Ball valves 3-in and smaller shall have bronze body; full bore, fire safe, rated for a minimum pressure of 250 psi. Valve ends shall be flanged, threaded, or soldered as required. All valves furnished shall be by the same manufacturers.
- B. The design of the valve shall provide suitable seating in both directions. To compensate for wear on the seating surfaces, the valve shall utilize a separate ball and stem design which will allow the ball to float freely under pressure against the downstream seat and seal tightly under all service conditions. The stem shall be designed to prevent blowout. Ball valves shall have Type 316 stainless steel balls and trim, PTFE seats and PTFE stem packing.
- C. The valves shall not require lubrication but shall have stuffing boxes which can be packed with the valve in service without undue leakage.
- D. Valves shall be furnished with lever actuator attached to each valve.
- E. Valves shall be Series B6000-SS by Watts, or engineer approved equal by Nibco, Crane or Appollo.

2.8 CHECK VALVES-FLEXIBLE DISC TYPE

- A. Check valves for cast iron, ductile iron and steel pipelines shall be flexible disc, swing type and shall meet the material requirements of AWWA Specification C508. The valves shall be iron body, Buna-N disc, 250 psi working water pressure, nonshock, and hydrostatically tested at 300 psi. minimum. Ends shall be 125 lb. ANSI B16.1 flanges.
 - 1. The valve body shall be full flow equal to nominal pipe diameter at all points through the valve. The seating surface shall be on a 45-degree angle to minimize disc travel. A threaded port with pipe plug shall be provided on the bottom of the valve to allow for field installation of a backflow actuator or oil cushion device without special tools or removing the valve from the line.
 - 2. The top access port shall be full size, allowing removal of the disc without removing the valve from the line. The access cover shall be domed in shape to provide flushing action over the disc for operating in lines containing high solids content. A threaded port with pipe plug shall be provided in the access cover to allow for field installation of a mechanical, disc position indicator.
 - 3. The disc shall be of one-piece construction, precision molded with an integral O-ring type sealing surface and reinforced with alloy steel. The flex portion of the disc contains nylon reinforcement and shall be warranted for twenty-five years. Non-Slam closing characteristics shall be provided through a short 35-degree disc stroke and a memory disc return action to provide a cracking pressure of 0.25 psig.
 - 4. The valve disc shall be cycle tested 1,000,000 times in accordance with ANSI/AWWA C508 and show no signs of wear, cracking, or distortion to

- the valve disc or seat and shall remain drop tight at both high and low pressures.
5. The valve body and cover shall be constructed of ASTM A536 Grade 65-45-12 ductile iron or ASTM A126 class B gray iron for 30 in. (800mm) and larger. The disc shall be precision molded Buna-N (NBR), ASTM D2000-BG.
 6. A screw-type backflow actuator shall be provided to allow opening of the valve during no-flow conditions. Buna-N seals shall be used to seal the stainless-steel stem in a Lead-Free bronze bushing. The backflow device shall be of the rising-stem type to indicate position. A stainless-steel T-handle shall be provided for ease of operation.
 7. A mechanical indicator shall be provided for disc position indication on valves 3" (80 mm) and larger. The indicator shall have continuous contact with the disc under all operating conditions to assure accurate disc position indication.
 8. The exterior and interior of the valve shall be coated with an NSF/ANSI 61 approved fusion bonded epoxy coating.
 9. Check valves shall be as manufactured by Val-Matic, Apco, Pratt, Crispin, or engineer approved equal. Check valves 2-in and smaller for installation in copper and steel pipes shall be bronze, ball or swing type, as indicated on the drawings, 125 lb WSP with solder or screwed ends.

2.9 PRESSURE GAUGES

- A. Each pressure gauge shall have a polished stainless steel or polypropylene case with a 4 -1/2-inch diameter dial, acrylic plastic window and be glycerin filled. Furnish with pressure snubber. All gauges shall be weatherproofed. The face dial shall be white finished aluminum with jet black graduations and figures. The face dial shall indicate the units of pressure being measured (e.g. feet, inches, etc.) or be dual scale. Socket material shall be stainless steel and tube material shall be stainless steel. Accuracy shall be ASME B40.1 Grade 1A ($\pm 1\%$ of span).
- B. Pressure gauges shall be equal to Ashcroft Model 1259 or engineer approved equal. Ranges shall be suitable to the application and will be as approved by the Engineer.

2.10 PLUG VALVES

- A. Valves shall be 90-degree turn, non-lubricated, eccentric type with resilient faced plugs. Design of the valve shall provide that contact between the seat and the plug shall only occur in the final degrees of plug movement. Valves shall be suitable for throttling service and service where valve operation is infrequent.
- B. Valves shall provide drip-tight shut-off up to the full pressure rating with pressure in either direction. Pressure ratings shall be established by hydrostatic tests conducted in accordance with ANSI B16.1. Valves shall be rated at a minimum of 150 psi.

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- C. Valves shall have a port area equal to at least 80 percent of the full pipe area.
- D. Bodies shall be cast-iron, conforming to ASTM A 126, Class B (carbon steel for 2-inch valves).
- E. Valve ends shall be a mechanical joint type, except where flanged or restrained joint ends are shown on the Drawings. Mechanical joint valves shall have bell ends conforming to applicable requirements of AWWA C111/ANSI A21.11. Flanged joints shall meet the requirements of ANSI B16.1, Class 125. Flanged valves with flange-to-MJ adapters shall not be acceptable in lieu of MJ valves.
- F. Valves seats shall be a raised, welded-in overlay of not less than 90 percent pure nickel, machined to mate with the resilient faced plug. Overlay shall be minimum of 1/8-inch thick.
- G. The plug shall be of semi-steel, conforming to ASTM A 126, Class B. The plug facing shall be a synthetic rubber compound of approximately 70 durometer hardness bonded to the plug. Facing material shall be abrasion resistant and suitable for service in sewage and sludge applications.
- H. Valves shall be furnished with replaceable, sleeve-type bearings in the upper and lower journals. Bearings shall comply with applicable requirements of AWWA C507. Bearing materials shall have a proven record of service of not less than five years.
- I. The valve body shall be fitted with a bolted bonnet incorporating a stuffing box and pull-down packing gland. Packing shall be the split chevron type. Design of exposed valves shall allow visible inspection of the shaft seal, adjustment of the packing, and replacement of the packing, all without disturbing the bonnet or valve operator. The shaft seal shall comply with the requirements of AWWA C504.
- J. Actuators
 - 1. Valves for exposed service, 3 through 6-inches in diameter, shall be lever operated. Hand levers shall be steel with a non-metallic grip.
 - 2. Actuators for buried service shall be equipped with manual operated geared actuators. Geared actuators shall be totally enclosed, oil lubricated, worm and gear type. Shaft seals shall be provided to prevent entry of dirt and water into the actuator. All shaft bearings shall be permanently lubricated bronze bushings. Actuators shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque. Construction of actuator housing shall be semi-steel. Gear actuators shall comply with requirements of AWWA C504.
 - 3. Valves and operators for submerged or buried service shall have seals on all shafts and gaskets on valve operator covers to prevent the entry of water. Operator mounting brackets for submerged service shall be totally enclosed and shall have gasket seals.

K. Operators

1. Valves for non-buried service shall be equipped with handwheel operator.
2. Valves, 3 through 8-inches, for buried service shall have a 2" square nut type operator and shall be equipped with a valve box and stem extension required to bring the operation nut within 6-inches of finished grade. Valve boxes and extension stems shall be as specified in this Section.

L. All exposed bolts, nuts, and washers for buried or submerged valves shall be stainless steel. All exposed nuts, bolts, springs, washers, and miscellaneous hardware shall be zinc coated in accordance with ASTM A 153 unless specified otherwise.

M. Acceptable Manufacturers: All plug valves shall be products of a single manufacturer who must submit evidence of five years satisfactory service in sewage applications of the same design and of the sizes required. Valves shall be manufactured by DeZurik or Keystone.

N. One (1) tee handle wrenches shall be provided to the Owner in order to operated buried plug valves in the valve boxes.

2.11 VALVE BOXES (VB)

A. Valve boxes for valves shall be approved standard cast iron adjustable shaft boxes having a minimum shaft diameter of 5-1/4". The casing shall be coated with two coats of coal tar pitch varnish. The lids of all boxes shall bear the word "SEWER". Boxes shall be equal to Vulcan Pattern VVB-4 or approved equal.

2.12 BACKFLOW PREVENTERS

A. Backflow preventers shall be of reduced pressure type with two (2) independently operating check valves and shall be designed to operate in a horizontal flow mode. An independent relief valve shall be located between the two check valves. Bronze body construction, silicon rubber disc material, replaceable polymer check seats, removable stainless-steel relief valve seat, and NPT connections. The assembly shall include two resilient seated isolation valves, four resilient seated test cock, and an air gap drain fitting. The assembly shall meet all requirements of AWWA C511 and shall be as manufactured by Watts, Apollo, Zurn, or Engineer approved equal. The backflow preventer shall be installed above ground in a fiberglass box with a heater as shown on the Drawings.

2.13 STONE BACKFILL

A. Shall be graded crushed granite with the following gradation:

Square Opening Size	Percent Passing
1"	100%

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3/4"	90 to 100%
3/8"	0 to 65%
No. 4	0 to 25%

2.14 SAND BACKFILL

- A. Shall be clean sand free of clay and organic material. Not more than 10% shall pass the No. 100 sieve.

2.15 BORROW

- A. Where it is determined that sufficient suitable material is not available from the site to satisfactorily backfill the pipe to at least 2 feet above the top of the pipe, the Contractor shall furnish suitable sandy borrow material to accomplish the requirements. The materials shall have not more than 60% passing the No. 100 sieve, nor more than 20% passing the No. 200 sieve.

2.16 UNDERGROUND UTILITY MARKING TAPE

- A. Marking Tape: All pipes shall be marked by a plastic marking tape placed a minimum of 12" above the top of the pipe for its full length. The tape shall be similar to 'Reef Industries' Terra Tape Standard. It shall have sufficient thickness, tensile strength, elongation and resistance to alkalis, acids and other destructive agents to remain a permanent marker of the line buried below. The plastic tape shall be imprinted with a continuous message repeated every 16" to 36" "Caution: Sewer Line Buried Below". The message shall be in permanent green ink. Marking tape shall not be less than 2" wide.

2.17 TRACING WIRE

- A. Tracer Wire: Tracer wire shall be installed on all pipelines and service lines in a continuous fashion. It shall be brought to the surface at each manhole and valve box in a test station. Tracer wire shall be 12 GA fully annealed, high carbon 1055 grade steel, high strength solid copper clad steel conductor (HS-CCS), insulated with a 30 mil, high-density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts. HS-CCS conductor must be 21% conductivity for locate purposes. Break load of 452 lbs. HDPE insulation shall be RoHS compliant. Color shall be green. Splices shall be UL rated for direct bury and shall be minimized. Tracer wire shall be Copperhead® High Strength HS-CCS HDPE 30 mil or engineer approved equal. Test stations shall be Snakepit®, color green, or engineer approved equal.

PART 3. EXECUTION

3.1 ON-SITE OBSERVATION

- A. The Engineer shall have the right to require that any portion of the work be done in his presence and if any work is covered up after such instruction, it shall be exposed by the Contractor for observation. However, if the Contractor notifies the Engineer that such work is scheduled, and the Engineer fails to appear within 48 hours, the Contractor may proceed without him. All work done, and materials furnished shall be subject to review by the Engineer or Project Representative. All improper work shall be reconstructed and all materials which do not conform to the requirements of the specifications shall be removed from the work upon notice being received from the Engineer for the rejection of such materials. The Engineer shall have the right to mark rejected materials so as to distinguish them as such.

3.2 HANDLING MATERIALS

- A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing pipe, fittings, valves and accessories. Make equipment available at all times for use in unloading. Do not drop or dump materials. All materials dropped or dumped will be subject to rejection without additional justification.
- B. Handling: Handle pipe, fittings, valves and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front loader. Do not use material damaged in handling.
- C. Distribution: Distribute and place pipe and materials to not interfere with traffic. Do not string pipe more than 300 feet beyond the area where pipe is being laid. Do not obstruct drainage ditches.
- D. Storage: Store all pipe which cannot be distributed along the route. Make arrangements for the use of suitable storage areas. Do not interfere with other contractors right to access.

3.3 CONSTRUCTION ALONG HIGHWAYS, STREETS AND ROADWAYS

- A. Install pipelines and accessories along highway, streets and roadways in accordance with the applicable regulations of the County, City and/or the Department of Transportation with reference to construction operations, safety, traffic control, road maintenance and repair.
- B. Protection of Traffic: Provide and maintain suitable signs, barricades and lights for protection of traffic.
- C. Replace all highway signs removed for construction as soon as possible. Do not close or block any highway, street, or roadway without first obtaining permission from the proper authorities.

- D. Provide flagmen to direct and expedite the flow of traffic.
- E. Construction Operations: Perform all work along highways, streets and roadways to least interfere with traffic.
 - 1. Stripping: Where the pipeline is laid along road shoulders, strip and stockpile all sod, topsoil and other material suitable for shoulder restoration.
 - 2. Trenching, Laying and Backfilling: Do not open the trench any further ahead of pipe laying operations than is necessary. Backfill and remove excess material immediately behind laying operations. Complete excavation and backfill for any portion of the trench in the same day.
 - 3. Shaping: Reshape damaged slopes, side ditches, and ditch lines immediately after completing backfilling operations. Replace topsoil, sod and any other materials removed from shoulders.
- F. Excavated Materials: Do not place excavated material along highways, streets and roadways in a manner which obstructs traffic. Sweep all scattered excavated materials off of the pavements.
- G. Drainage Structures: Keep all side ditches, culverts, cross drains, and other drainage structures clear of excavated material and free to drain at all times.
- H. Maintaining Highways, Streets, Roadways and Driveways: Maintain streets, highways, and roadways in suitable condition for movement of traffic until completion and final acceptance of the work. Use steel running plate to maintain traffic until pavement is completed.

3.4 EXISTING UNDERGROUND UTILITIES AND OBSTRUCTIONS

- A. It is the responsibility of the Contractor to locate all existing utilities along the path of his construction. The drawings shall indicate underground utilities or obstructions that are known to exist. Where these or unforeseen underground utilities are encountered, the location and alignment of the sewer main may be changed, upon written approval of the Engineer and Owner, to avoid interference.

3.5 CONNECTIONS TO EXISTING PIPELINES

- A. Before laying pipe, the Contractor shall locate the points of connection to existing pipelines and uncover as necessary for the Engineer and Owner to confirm the nature of the connections to be made. The Contractor shall furnish materials and make the connection to all existing pipelines. The Contractor will be observed during construction of tie-ins by the Owner and the Engineer. The Contractor shall use all available practices and resources to minimize customer outages. The Contractor shall notify affected customers of a water or sewer outage at least 24 hours in advance.

3.6 PIPE DISTRIBUTION

- A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.
- B. No pipe shall be strung further along the route than 1,000 feet beyond the area in which the Contractor is actually working without written permission from the Owner and/or Engineer. The Owner and/or Engineer reserves the right to reduce this distance to a maximum distance of 200 feet in residential and commercial areas based on the effects of the distribution to the adjacent property owners.
- C. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.
- D. No distributed pipe shall be placed inside drainage ditches.
- E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge-to-edge.
- F. Contractor shall not excavate sanitary sewer trenches more than 400 feet in advance of pipe laying.

3.7 LOCATION AND GRADE

- A. The Drawings show the alignment and grade of the sewer main and the position of manholes and other appurtenances. The slope shown on the gravity sewer profile and/or called for in the Specifications is the slope of the invert of the pipe.
- B. After the Contractor locates and marks the manhole centerlines or baselines of the gravity sewer, the Contractor shall perform clearing and grubbing.

3.8 LAYING AND JOINTING PIPE AND ACCESSORIES

- A. Lay all pipe and fittings to accurately conform to the lines and grades established by the construction drawings.
- B. Pipe Installation:
 - 1. Proper implements, tools and facilities shall be provided for the safe performance of the Work. All pipe, fittings and valves shall be lowered carefully into the trench by means of slings, ropes or other suitable tools or equipment in such a manner as to prevent damage to sewer materials and protective coatings and linings. Under no circumstances shall sewer materials be dropped or dumped into the trench.

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2. All pipe, fittings, valves and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Owner and/or Engineer, who may prescribe corrective repairs or reject the materials.
3. All lumps, blisters and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit or any foreign materials before the pipe is laid. No pipe which contains dirt shall be laid.
4. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time.
5. As each length of pipe is placed in the trench, the joint shall be assembled, and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
6. It is common practice to lay pipe with the bells facing the direction in which work is progressing.
7. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted.
8. Polyethylene Encasement: Installation shall be in accordance with AWWA C105 and the manufacturer's instructions. All ends shall be securely closed with tape and all damaged areas shall be completely repaired to the satisfaction of the Owner and/or Engineer.
9. Installing FPVC Pipe
 - a. The fusible polyvinylchloride pipe will be installed in a manner so as not to exceed the recommended bending radius.
 - b. Where fusible polyvinylchloride pipe is installed by pulling in tension, the recommended Safe Pulling Force established by the pipe supplier shall not be exceeded.
10. Replace portions of the pipeline not in compliance with the Contract Documents at Engineer's direction and at no additional cost to the Owner.

C. Alignment and Gradient:

1. Lay pipe straight in alignment and gradient or follow true curves, where shown on the Drawings, as nearly as practicable. Do not deflect any joint more than the maximum deflection recommended by the manufacturer.
2. Maintain a transit, level and accessories on the job to lay out angles and ensure that deflection allowance are not exceeded.
3. Should any installed pipe have its alignment, grade, or joints disturbed after placement, it shall be taken up and relaid.
4. Any pipe with less than 36 inches of cover shall be ductile iron pipe only.

- D. Expediting of Work: Excavate, lay the pipe, and backfill as closely together as possible. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the

exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push-on, mechanical joint, restrained joint or as approved by the Owner and/or Engineer.

E. Joint Assembly:

1. Push-on, mechanical, flange and restrained type joints shall be assembled in accordance with the manufacturer's recommendations.
2. Each restrained joint shall be inspected by the Contractor to ensure that it has been "homed" 100%.

F. Cutting Pipe:

1. Cut ductile iron pipe using an abrasive wheel saw.
2. Cut PVC pipe using a suitable saw.
3. Remove all burrs and smooth the end before jointing.
4. The Contractor shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location. Only push-on or mechanical joint pipe shall be cut.

G. Valve, Fitting and Pressure Gauge Installation:

1. Prior to installation, valves shall be inspected for direction of opening, number of turns to open, freedom of operation, tightness of pressure-containing bolting and test plugs, cleanliness of valve ports and especially seating surfaces, handling damage and cracks. Defective valves shall be corrected or held for inspection by the Owner and/or Engineer. Valves shall be closed before being installed.
2. Valves, fittings, plugs and caps shall be set and joined to the pipe in the manner specified in this Section for cleaning, laying and joining pipe, except that 12-inch and larger valves shall be provided with special support, such as treated timbers, crushed stone, concrete pads or a sufficiently tamped trench bottom so that the pipe will not be required to support the weight of the valve.
3. A valve box shall be provided on each underground valve. They shall be carefully set, centered exactly over the operating nut and truly plumbed. The valve box shall not transmit shock or stress to the valve. The bottom flange of the lower belled portion of the box shall be placed below the valve operating nut. This flange shall be set on brick, so arranged that the weight of the valve box and superimposed loads will bear on the base and not on the valve or pipe. Extension stems shall be installed where depth of bury places the operating nut in excess of 30-inches beneath finished grade so as to set the top of the operating nut 30-inches below finished grade. The valve box cover shall be flush with the surface of the finished area or such other level as directed by the Owner and/or Engineer.

4. Three pressure gauges shall be installed within valve vault. Pressure gauges shall have bronze or stainless bourbon tube elements. Lens shall be heavy glass, with an oil-resistant gasket seal. The dial shall be a minimum of 4.5 – inches in diameter with white coated metal lithographed with black metal graduations and numerals; graduations shall be in feet; mount as required. Connection shall be ½-inch NPT with square wrench surface. Provide cartridge snubber, diaphragm seal unit and polished brass gauge cock. Range shall be 0 to 150 feet. Accuracy shall be ± 0.5 percent.
5. In no case shall valves be used to bring misaligned pipe into alignment during installation. Pipe shall be supported in such a manner as to prevent stress on the valve.

3.9 SEPARATION BETWEEN WATER & SANITARY SEWER

- A. Parallel separation shall be 10 feet horizontal between sanitary sewers and any existing or proposed water mains. Deviation may be authorized for closer installation provided that the sewer is laid in a separate trench such that the bottom of the water main is at least 18 inches above the top of the sewer. Sanitary sewers crossing water mains shall be laid to provide a minimum vertical distance of 18 inches of vertical clearance, both water and sewer line. Where there is less than 18 inches of vertical clearance, both water and sewer lines shall be ductile iron for one full length each side of the crossing with the water pipe joints located as far as possible from the sewer crossing.

3.10 EXCAVATING, TRENCHING AND BACKFILLING

- A. Refer to Section 02315

3.11 MARKING TAPE AND TRACING WIRE

- A. Marking tape shall be provided over all sewers constructed by the open cut method.
 1. Tracing wire shall be installed on all pipelines and service lines.
 2. Tracing wire shall be tested in the presence of the Engineer or his representative.

3.12 CONNECTION AND REPAIRS TO AN EXISTING SEWER MAIN OR FORCE MAIN

- A. Where connections or repairs are required, Contractor shall only use solid sleeves and provide all materials and labor necessary to make the connection or repair to the existing pipeline.

3.13 THRUST RESTRAINT

- A. Provide restraint at all points where hydraulic thrust may develop.
- B. Retainer Glands: Provide retainer glands where shown on the Drawings and all

associated fittings, valves and related piping. Retainer glands shall be installed in accordance with the manufacturer's recommendations, particularly, the required torque of the set screws. The Contractor shall furnish a torque wrench to verify the torque on all set screws which do not have inherent torque indicators.

- C. Harnessing: Provide harness rods where required to restrain fittings. Harness rods shall be manufactured in accordance with ASTM A 36 and shall have an allowable tensile stress of no less than 22,000 psi. Harness rods shall be hot dip galvanized or field coated with bitumastic before backfilling. Where possible, harness rods shall be installed through the mechanical joint bolt holes. Where it is not possible, provide 90-degree bend eye bolts. Eye bolts shall be of the same diameter as specified in AWWA C111 for that pipe size. The eye shall be welded closed. Where eye bolts are used in conjunction with harness rods, an appropriate size washer shall be utilized with a nut on each end of the harness rod. Eye bolts shall be of the same material and coating as the harness rods.
- D. Concrete Blocking:
 - 1. Provide concrete blocking for all other bends, tees, valves, and other points where thrust may develop, except where other means of thrust restraint are specifically shown on the Drawings.
 - 2. Form and pour concrete blocking at fittings as shown on the Drawings and as directed by the Owner and/or Engineer. Pour blocking against undisturbed earth. Increase dimensions when required by over excavation.
- E. Thrust Collars: Collars shall be constructed as shown on the Drawings. Concrete and reinforcing steel shall meet the requirements specified in Article 2.03 of this Section. The welded-on collar shall be attached to the pipe by the pipe manufacturer.

3.14 INSPECTION AND TESTING

- A. Clean and flush lines prior to testing. Clean and test lines before requesting final acceptance. Where any obstruction is met, clean the sewers by means of rods, swabs or other instruments. When requested by the Owner and/or Engineer, flush out lines and manholes before final inspection.
- B. Gravity Sewers: Pipe lines shall be straight and show a uniform grade between manholes. Correct any discrepancies discovered during inspection.
 - 1. Infiltration Tests: Use only when groundwater is more than two feet above the top of the pipe.
 - a. Install suitable weirs in manholes selected by the Owner and/or Engineer to determine the leakage of ground water into the sewer. The maximum length of line for each infiltration test shall be 5,000 feet. Measure leakage only when all visible leaks have been

required and the ground water is two feet above the top of the pipe. If leakage in any section of the sewer line exceeds 25 gpd/inch diameter/mile, locate and repair leaks. Repair methods must be approved by the Owner and/or Engineer. After repairs are completed, re-test for leakage.

- b. Furnish, install, and remove the necessary weirs, plugs, and bulkheads required to perform the leakage tests. Where continuous monitoring of flow level is required, the Owner and/or Engineer will provide and operate monitoring equipment.

- 2. Exfiltration Tests: Choose one of the following when groundwater is less than two feet above the top of the pipe.

- a. Hydrostatic Test:

- 1. Test pipe between manholes with a minimum of 10 feet hydrostatic pressure, measured at the center of the pipe at the upstream manhole.
 - 2. The ends of the pipe in the test section shall be closed with suitable watertight bulkheads. Inserted into the top of each bulkhead shall be a 2-inch pipe nipple with an elbow. At the upper end of the test section, a 12-inch riser pipe shall be connected to the 2-inch nipple. The test section of pipe shall be filled through the pipe connection in the lower bulkhead which shall be fitted with a valve, until all air is exhausted and until water overflows the riser pipe at the upper end.

Water may be introduced into the pipe 24 hours prior to the test period to allow complete saturation. House service lines, if installed, shall also be fitted with suitable bulkheads having provisions for the release of air while the test section is being filled with water.

- 3. During the test period, which shall extend over a period of two hours, water shall be introduced into the riser pipe from measured containers at such intervals as are necessary to maintain the water level at the top of the riser pipe. The total volume of water added during the test period shall not exceed that specified for infiltration.

- b. Low-Pressure Air Test:

- 1. Prior to air testing, the section of sewer between manholes shall be thoroughly cleaned and wetted. Immediately after cleaning or while the pipe is water soaked, the sewer shall be tested with low-pressure air. At the Contractor's option, sewers may be tested in lengths between manholes or in

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short sections (25 feet or less) using inflatable balls pulled through the line from manhole to manhole. Air shall be slowly supplied to the plugged sewer section until internal air pressure reaches approximately 4.0 psi. After this pressure is reached and the pressure allowed to stabilize (approximately two to five minutes), the pressure may be reduced to 3.5 psi before starting the test. If a 1.0 psi drop does not occur within the test time, then the line has passed the test. If the pressure drops more than 1.0 psi during the test time, the line is presumed to have failed the test, and the Contractor will be required to locate the failure, make necessary repairs, and retest the line. Minimum test time for various pipe sizes, in accordance with ASTM F 1417 is as follows:

1 Pipe Diameter (in)	2 Minimum Time (min: sec)	3 Length for Minimum Time (ft)	4 Time for Longer Length (sec)
4	3:46	597	.380L
6	5:40	398	.854L
8	7:34	298	1.520L
10	9:26	239	2.374L
12	11:20	199	3.418L
15	14:10	159	5.342L
18	17:00	133	7.692L
21	19:50	114	10.470L
24	22:40	99	13.674L

2. Required test equipment, including inflatable balls, braces, air hose, air source, timer, rotameter as applicable, cut-off valves, pressure reducing valve, 0-15 psi pressure gauge, 0-5 psi pressure gauge with gradations in 0.1 psi and accuracy of $\pm$ two percent, shall be provided by the Contractor. Testing equipment shall be equal to Cherne Air-Loc Testing Systems.
3. The Contractor shall keep records of all tests made. Copy of such records will be given to the Owner and/or Engineer. Such records shall show date, line number and stations, operator, and such other pertinent information as required by the Owner and/or Engineer.

4. The Contractor is cautioned to observe proper safety precautions in performance of the air testing. It is imperative that plugs be properly secured, and that care be exercised in their removal. Every precaution shall be taken to avoid the possibility of over-pressurizing the sewer line.

3. Deflection Test:

- a. Test all gravity sewer with lanterns or reflected light. At least 90% of the full circle of the pipe shall show from manhole to manhole without obstruction.
- b. Test PVC gravity sewer for excessive deflection by passing a mandrel through the pipe. Deflection of the pipe shall not exceed the following:

Nominal Pipe Diameter	Maximum Allowable Deflection
≤ 12-inches	5%
15 to 30-inches	4%
> 30-inches	3%

- c. The mandrel size shall be based upon the maximum possible inside diameter for the type of pipe being tested, taking into account the allowable manufacturing tolerances of the pipe. The mandrel shall have an odd number of legs, or vanes, with a quantity of such equal to or greater than nine. The legs of the mandrel shall be permanently attached to the mandrel. A mandrel with variable sizes shall not be allowed. The mandrel shall be constructed of steel aluminum or other material approved by the Owner and/or Engineer and shall have sufficient rigidity so the legs of the mandrel will not deform when pulling through a pipe. The mandrel dimensions shall be checked by the Owner and/or Engineer before use by the Contractor.
- d. Excavate and install properly any section of pipe not passing this test. Re-test until results are satisfactory.
- e. The test shall be performed within the first 30 days of installation and during final inspection, at the completion of this contract.
- f. The mandrel test shall be performed in accordance with ASTM D 3034, F679, or 2122.
- g. Closed Circuit Television: The interior of the gravity sewers shall be subjected to a televised inspection. Prior to Final Acceptance the

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Owner and/or Engineer shall be provided with one copy of the TV inspection showing the entire length of gravity sewer being tested. The inspection shall contain the condition of pipe, type of pipe, depth, location of services, length, type joint, roundness, and distance between manholes. Any pipe found to be cracked, leading, misaligned, bellied or otherwise defective shall be removed and replaced. Any sediment found in the pipe shall be removed at the expense of the Contractor.

4. Manholes: Prior to testing manholes for water tightness, all lift holes shall be plugged with a non-shrink grout, all joints between Precast sections shall be properly sealed and all pipe openings shall be temporarily plugged and properly braced. Each manhole shall pass one of the following tests:
- a. Exfiltration Tests: The manhole, after proper preparation as noted above, shall be filled with water. The maximum allowable leakage shall be eight gallons per foot of depth per 24 hours for 48-inch diameter manholes. Tests shall last a minimum of eight hours. The manholes may be backfilled prior to testing.
 - b. Vacuum Tests: The manhole, after proper preparation as noted above, shall be vacuum tested in accordance with ASTM C 1244 prior to backfilling. The test head shall be placed at the inside of the top of the cone section and the compression head inflated to 40 psi to affect a seal between the vacuum base and the manhole structure. Connect the vacuum pump to the outlet port with the valve open. A vacuum of 10-inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9-inches. The manhole shall pass if the time for the vacuum reading to drop from 10 in. to 9 in. of mercury meets or exceeds the values below:

**Minimum Test Times for Various Manhole Diameters
in Seconds**

Depth (ft)	Diameter, in.								
	30	33	36	42	48	54	60	66	72
	Time, in seconds								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105

SECTION 02530-32
SANITARY SEWER COLLECTION SYSTEM

28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	98	108	121

For a 48" diameter manhole, $\text{Time(s)} = 0.041 \times \text{Depth (ft)} \times 60$

If the manhole fails the initial test, necessary repairs shall be made with non-shrink grout while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained. Vacuum testing equipment shall be equal to that as manufactured by P.A. Glazier, Inc.

5. Re-Testing: Any alterations made to pipeline or manholes performed after initial testing shall be re-tested and pass again, regardless of initial test results.
6. Notification: Owner and/or Engineer shall be notified 24-hours in advance prior to Contractor performing any testing.

C. Pressure Sewers

1. Pressure and Leakage Tests:
 - a. Pressure During Test: Immediately after the pipe has been laid and backfilled, but prior to the placement of pavement, each valved section of newly laid pipe shall be subjected to a leakage and pressure test. For any section being tested the pressure applied shall be such that at the highest point in the section, the pressure shall be a minimum of 1.5 times the working pressure, but not less than 150 psi, whichever is greater. The test pressure shall not vary by more than ± 5 psi for the duration of the test. This may require periodic pumping.
 - b. Duration of Test: The duration of each pressure test shall be two (2) hours.
 - c. Procedures: Each valved section of pipe shall be slowly filled with water and the specified test pressure, measured at the point of highest elevation shall be supplied by means of a pump connected to the pipe in a satisfactory manner. The pump, pipe connection, and all necessary apparatus, gauges, and meters shall be furnished by the contractor. The contractor shall furnish all necessary labor and assistance in conducting the tests. The owner will furnish, through connections made by the contractor to existing mains, water for filling the lines for making the test.
 - d. Expelling Air Before Tests: Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish

this, taps shall be made, if necessary, at points of highest elevation and afterward tightly plugged.

- e. Examination Under Pressure: At intervals during the test, the route of the pipeline shall be inspected to locate any leaks or breaks. Any cracked or defective joints cracked or defective pipe, fittings or valves discovered in consequence of this pressure test shall be removed and replaced with sound material in the manner provided and the test shall be repeated until satisfactory results are obtained.
- f. Permissible Leakage: Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, of any valved section thereof, to maintain the specified leakage test pressure after the pipe has been filled with water and the air in the pipeline has been expelled. No installation will be accepted if leakage is greater than that determined by the formula:

For PVC Installations:
$$L = \frac{ND(P)^{0.5}}{148,000}$$
 Where:

L is the allowable leakage, in gallons per hour; N is the length of pipeline tested; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test, in pounds per square inch gauge.

Leakage values determined by the above formulas are to be found in the following Table.

Allowable Leakage for Force Main Installation (Per 1,000 ft) in Gallons per Hour

Average Test Pressure in Pipeline

Nominal Pipe Diameter, Inches	150 PSI	200 PSI
	PVC	PVC
4"	0.33	0.38
6"	0.50	0.57
8"	0.66	0.76
10"	0.83	0.96
12"	0.99	1.15
14"	1.16	1.34
16"	1.32	1.53
18"	1.49	1.72
20"	1.66	1.91
24"	1.99	2.29

Pressure and leakage testing for HDPE pipe shall be in accordance to ASTM F2164 as described in Section 02430.

3.15 PROTECTION AND RESTORATION OF WORK AREA

- A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.
 - 1. The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.
 - 2. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
 - 3. Handwork, including raking and smoothing, shall be required to ensure that roots, sticks, rocks, and other debris are removed in order to provide a neat and pleasing appearance.
 - 4. The Department of Transportation's engineer shall be authorized to stop all work by the Contractor when restoration and cleanup are unsatisfactory and to require appropriate remedial measures for work conducted within the DOT's right-of-way or affecting their right-of-way.
- B. Man-Made Improvements: Protect, or remove and replace with the Owner and/or Engineer's approval, all fences, walkways, mailboxes, pipelines, drain culverts, power and telephone lines and cables, property pins and other improvements that may be encountered in the work.
- C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the Owner and/or Engineer. Any such trees or shrubbery which must be removed shall be heeled in and replanted under the direction of an experienced nurseryman.
- D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within 30 days to allow proper natural watering of the root system. Repair any damaged tree over 3-inches in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the Contractor. No

stumps, wood piles, or trash piles will be permitted on the work site.

- E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the project in accordance with the applicable codes and rules of the appropriate city and/or county, state and federal regulatory agencies.

END OF SECTION

SECTION 02535
CLOSED CURCUIT TELEVISION INSPECTION
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SECTION 02535
CLOSED CURCUIT TELEVISION INSPECTION

PART 1. GENERAL

1.1 SCOPE

- A. Under this heading shall be included closed circuit television inspection of designated random sewer line segments, sewer line segments. All CCTV work shall conform to the most current NASSCO PACP standards.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 FLOW CONTROL

- A. The inspection will be performed in one sewer section at a time and the flow shall be suitably controlled by blocking or flow diversion. Maximum line flow will be twenty percent of pipe diameter for 6 inch to 10 inch pipe and 25 percent of the pipe diameter for 12 inch to 18 inch pipe.

3.2 PUMPING AND FLOW DIVERSION

When adequate flow control cannot be obtained by plugging influent lines, pumps or siphons shall be used to divert all of the flow from that section of the sewer being televised. Flow diversion will be required for television inspection if flow cannot be controlled by plugging or blocking.

When pumping is required, the Contractor shall supply the necessary pumps, conduits and other equipment to divert the flow of sewage around the sewer system section in which work is to be performed. The diversion system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during period of a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and flow diversion system. If pumping is required on a 24-hour basis, all engines shall be equipped in a manner to keep the pump noise at a minimum.

In no other case shall bypassing to any watercourse, storm sewer or other point where pollution may result be permitted.

3.3 FLOWCONTROL PRECAUTIONS

- A. Whenever flows in a sewer line are blocked, plugged or diverted precautions must be taken by the Contractor to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further, the Contractor must take precautions to ensure that sewer flow control operations do not cause flooding or damage to public or private property.

3.4 CAMERA AND MONITOR

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The technician shall have the capability to adjust the brilliance of the built-in lighting system and be able to change the focus of the television camera by remote control. The camera shall be operable in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 600-line resolution video picture on a 17-inch screen. Picture quality and definition shall be to the satisfactory of the Engineer and if unsatisfactory, equipment shall be removed, and no payment made for unsatisfactory inspection.

3.5 MOBILE STUDIO

- A. The Contractor's mobile studio shall be large enough to accommodate up to three (3) people for the purpose of viewing the monitor while the inspection is in progress. The City's representative shall have access to view the television screen at all times.

3.6 PROCEDURES

- A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire sewer section, the Contractor shall re-set up his equipment in a manner so the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire sewer section, no additional inspection work will be required.
- B. Operation of the equipment is to be controlled from aboveground by a skilled technician at the control panel in the television studio, controlling the movement of the television camera.
- C. Measurement for location of defects shall be aboveground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.

3.7 MAINTENANCE OF TRAFFIC

- A. The Contractor shall be responsible for maintaining "local" traffic at all times and for notifying the proper authorities regarding the closing of the roads. The

Contractor will be responsible for obtaining all permits required for maintenance of traffic.

- B. The Contractor shall not begin work until standard barricades and warning signs are in an acceptable position and the markers and signs conform to the Federal Highway Administration (FHWA) "Manual of Uniform Traffic Control Devices for Streets and Highways" and all applicable state and local requirements. The Contractor assumes all responsibilities and liabilities regarding strict adherence to applicable sections for the maintenance of traffic and public safety as set forth in the FHWA "Manual of Uniform Traffic Control Devices for Streets and Highways". All traffic control devices must be in place prior to starting work.
- C. The cost of all traffic control devices shall not be paid separately but shall be included in the other prices/items in the contract.
- D. The Contractor shall maintain local traffic at all times during all phases of this project in a manner causing the least amount of inconvenience to the abutting property owners. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the Owner.
- E. The portion of the pavement not affected by the work shall be kept clear of all material and equipment.
- F. The Contractor shall hold harmless the Owner and all its representation from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.
- G. If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.

3.8 DOCUMENTATION

- A. Documentation of the television results shall be as follows:

Television Inspection Logs: Printed location records conforming to NASSCO PACP standards shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each infiltration point discovered by the television camera. In addition, other points of significance such as locations of building sewers, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and two (2) bound copies and one (1) electronic copy of such records will be supplied to the Engineer.

Video DVD: In addition to report and pictures, two (2) video DVD's of the television inspection shall be furnished to the Owner.

3.9 ELECTRICITY

- A. The electricity for all operations shall be furnished by the Contractor.

3.10 MEASUREMENT AND PAYMENT

- A. No additional payment shall be made for this work in connection with inspection of sewers laid by the Contractor. All costs shall be included in the cost of laying pipe.

END OF SECTION

SECTION 02537
MANHOLE REHABILITATION
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SECTION 02537
MANHOLE REHABILITATION

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Requirements for surface preparation and repairs to sanitary manholes.

1.2 REFERENCES

- A. ASTM D638 - Tensile Properties of Plastics.
- B. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
- C. ASTM D695 - Compressive Properties of Rigid Plastics.
- D. ASTM D 7234 (Concrete) - Pull-off Strength of Coatings Using a Portable
- E. ASTM D 4541 (Steel) – Adhesion Tester.
- F. ASTM D2584 - Volatile Matter Content.
- G. ASTM D2240 - Durometer Hardness, Type D.
- H. ASTM D543 - Resistance of Plastics to Chemical Reagents.
- I. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.
- J. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.
- K. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.
- L. ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
- M. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.
- N. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete.
- O. ASTM F1216 (Including Appendix XI-XVII): Design Parameters for Buried

Structures (structural rehabilitation) utilizing the External Buckling Equation for thickness determination.

- P. ASTM D2990: Test Methods for Tensile, Compressive and Flexural Creep and Creep Rupture in Plastics
- Q. SSPWC 210-2.3.3 - Chemical resistance testing published in the Standard Specifications for Public Works Construction, 1997 edition (otherwise known as "The Greenbook").
- R. NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

1.3 SUBMITTALS

- A. The following items shall be submitted:
 - 1. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
 - 2. Material Safety Data Sheets (MSDS) for each product used.
 - 3. Project specific guidelines and recommendations.
 - 4. Applicator Qualifications:
 - a. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used. Certification letter shall be dated within six months of bid date.
 - b. The Applicator shall provide four (4) references which demonstrate previous successful projects completed for the specified structural protective coating system or comparable, during the last five (5) years.
 - c. Certification that the equipment to be used for applying the products has been manufactured or approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment. Certification letter shall be dated within six months of bid date.
 - d. Proof of any necessary Federal, State or local permits or licenses necessary for the project.

5. Structural Design:

- a. Third party testing verifying the short-term Modulus of Elasticity used on this project, minimum of 735,000 psi.
- b. Third party testing verifying Flexural Strength used on this project, minimum 14,000 psi.
- c. Third party testing verifying long term Flexural Modulus of Elasticity, minimum of 529,200 psi. This third-party testing will verify the long-term reduction factor (Creep Analysis) of a minimum of 50%. This long-term reduction factor verification shall be conducted utilizing ASTM D2990-01 via a third party, independently certified laboratory.

1.4 DESIGN CONDITIONS

The following design conditions shall be assumed for all structures being rehabilitated with the approved resin system:

	Parameter	Design Requirement
1.	Structure Condition	Partially/Fully Deteriorated, based on condition of the existing structure.
2.	Soil Type	Saturated/Unsaturated
3.	Design Thickness	ASTM 1216-09 or Flat Wall Beam Analysis
4.	Ovality	Not greater than 5%
5.	Soil Load	120 lbs/cu. ft.
6.	Traffic Load	AASHTO-HS-20-44 Highway
7.	Soil Modulus	>500 psi.<1000 psi.
8.	Safety Factor	2.0
9.	Soil Cover	Distance from grade to crown of conduit
10.	Water Table	Distance from invert to water table

Wall thickness design calculations for each structure to be rehabilitated utilizing the specified resin technology systems must be submitted with all qualified bids, along with supporting formulas that document that version of formula used. Additionally, product specific strength values, including the short-term flexural modulus and the long-term flexural modulus strength, must be substantiated by third party testing which will be submitted with all qualified bids. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus and the long-term reduction factor used in design.

1.5 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with

applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Materials are to be kept dry, protected from weather and stored under cover.
- B. Protective coating materials are to be stored between 50 deg F and 90 deg F. Do not store near flame, heat or strong oxidants.
- C. Protective coating materials are to be handled according to their material safety data sheets.

1.7 SITE CONDITIONS

- A. Applicator shall conform with all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
- B. Method statements and design procedures are to be provided by Owner when confined space entry, flow diversion or bypass is necessary in order for Applicator to perform the specified work.

1.8 WARRANTY

- A. Applicator shall warrant all work against defects in materials and workmanship for a period of three (3) years, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said three (3) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

PART 2. PRODUCTS

2.1 EXISTING PRODUCTS

- A. Standard Portland cement or new concrete (not quick setting high strength cement) must be well cured prior to application of the protective coating. Generally, 28 days is adequate cure time for standard Portland. If earlier application is desired, compressive or tensile strength of the concrete can be tested to determine if acceptable cure has occurred. (Note: Bond strength of the coating to the concrete surface is generally limited to the tensile strength of the concrete itself. Engineer may require pull tests to determine suitability of concrete or metal for coating)
- B. Cementitious patching and repair materials should not be used unless their manufacturer provides information as to its suitability and procedures for topcoating with the approved coating. Project specific submittals should be provided including

application, cure time and surface preparation procedures which permit optimum bond strength with the approved coating.

- C. Remove existing coatings prior to application of the new protective coating. Applicator is to maintain strict adherence to applicable NACE and SSPC recommendations with regard to proper surface preparation and compatibility with existing coatings.

2.2 MANUFACTURERS

- A. Sprayroq, Inc. – Polyurethane Liner
- B. The Strong Company – Cementitious Repair and Underlayment Material
- C. Resiplast – Chemical Grout/Infiltration Control/Water Cut-off

2.3 REPAIR MATERIALS

- A. Repair materials shall be used to fill voids and bugholes, pack concrete joints, stop active water leakage, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by the engineer and protective coating applicator. Repair materials must be compatible with the specified coating and shall be applied in accordance with the manufacturer's recommendations.
- B. The following products may be accepted and approved as compatible repair basecoat materials for approved topcoating for use within the specifications:
 - 1. 100% solids, solvent-free grout specifically formulated for approved topcoating compatibility. The grout manufacturer shall provide instructions for trowel or spray application and for approved topcoating procedures.
 - 2. Factory blended, rapid setting, high early strength, calcium aluminated based, non-shrink cementitious mortar that can be trowelled or pneumatically spray applied may be approved if specifically formulated to be suitable for approved topcoating. Such repair mortars should not be used unless their manufacturer provides information as to its suitability for topcoating with the approved topcoating. Project specific submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the approved coating.
 - 3. In the case of excessive infiltration, a hydraulic cement or plug as manufactured by Strong may be used to stop the flow of the infiltration. The hydraulic cement shall be compatible with the spray applied resin coating. Chemical grout by Resiplast may also be used to stop active water leakage.

2.4 PROTECTIVE COATING MATERIAL

- A. The resin-based material shall be used to form the sprayed structurally enhanced monolithic liner covering all interior surfaces of the structure, including benches and inverts of manholes. The finished liner shall be 100% Solids polyurethane and conform to the minimum physical requirements listed below. The physical requirements must be verified by an independent, certified, third party testing laboratory within the last five years and must be submitted with the bid package.

Compressive strength	ASTM D 695	> 18,000 psi
Tensile strength	ASTM D 638	> 7,450 psi
Bond (Concrete)	ASTM D7234	> 200 psi
	Or Substrate Failure	
Bond (Steel)	ASTM D4541	> 1,000 psi
Flexural Modulus (Initial)	ASTM D 790	> 735,000 psi
Flexural Modulus (Long Term)	ASTM D 2990	529,200 psi
Density		87 ± pcf
Chemical Resistance:	ASTM D543	
Severe Municipal Sewer:	All types of service	

Successful Pass: Sanitation District of L.A. County Coating Evaluation Study or SSPWC 211-2

- B. When the wall of the resin-based liner is to be structurally designed to withstand the hydraulic load generated by the groundwater table the long term (50yr) value of the flexural modulus of elasticity will be utilized to calculate the thickness of the structural liner. The initial flexural modulus of elasticity (short term) of the submitted resin material will be utilized with the long-term deformation percentage as determined by ASTM D2990 (see below) in the design equations outlined in ASTM 1216-09, Appendix X1-X7 (Circular Geometries) or Flat Wall Beam Analysis for walled structures (Rectangular). The value of the long-term flexural modulus of the proposed product will be certified by an independent, certified, third party testing lab, independent of the Manufacturer and submitted with the bid package. The definition of long-term value shall be the initial flexural modulus of elasticity less the reduction in value caused by Creep over a fifty (50) year minimum period and verified by third party DMA testing (ASTM D2990). All design submittals will include this certified third-party DMA testing (ASTM D2990) value in their respective design calculations for each structure being rehabilitated.

- C. When groundwater loading is not an issue, as determined by the engineer of record,

and only a corrosion barrier is required, the rehabilitation lining shall be installed to the thickness necessary to qualify as a monolithic (void free) liner. The roughness of the substrate will dictate the thickness needed to create the monolithic liner and eliminate any opportunity for voids in the lining. The minimum value for coating thickness for corrosion protection for non-structural rehabilitation shall be 125 mils and for structural rehabilitation shall be a minimum of 250 mils, or the design thickness determined by the 50-year design protocol as outlined per 2.4B hereinabove.

2.5 PROTECTIVE COATING APPLICATION EQUIPMENT

- A. Manufacturer approved heated plural component spray equipment shall be used in the application of the specified protective coating.

2.6 REPAIR MORTAR SPRAY APPLICATION EQUIPMENT (if spray applied)

- A. Spray applied repair mortars shall be applied with manufacturer approved equipment.

PART 3. EXECUTION

3.1 ACCEPTABLE APPLICATORS

- A. Repair mortar applicators shall be trained to properly apply the cementitious mortar according to manufacturer's recommendations.
- B. Protective coating must be applied by a Certified Applicator of the protective coating manufacturer and according to manufacturer specifications.

3.2 EXAMINATION

- A. All structures to be coated shall be readily accessible to Applicator.
- B. Appropriate actions shall be taken to comply with local, State and Federal regulatory and other applicable agencies with regard to environment, health and safety.
- C. Any active flows shall be dammed, plugged, or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated. Flows should be totally plugged and/or diverted when coating the invert. All extraneous flows into the manhole or vaults at or above the area coated shall be plugged and/or diverted until the coating has set hard to the touch. As an option, hot air may be added to the manhole to accelerate set time of the coating.
- D. Installation of the protective coating shall not commence until the concrete or metal substrate has properly cured in accordance with these specifications.

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- E. Temperature of the surface to be coated should be maintained between 70 deg F and 110 deg F during application. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated.

3.3 SURFACE PREPARATION

- A. Applicator shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the repair mortar and protective coating.
- B. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.
- C. All concrete that is not sound or has been damaged by chemical exposure shall be removed to a sound surface or replaced.
- D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the resin protective coating to be applied.
- E. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with profile to meet as a minimum ICRI CSP4 –CSP6 profile and porosity to provide a strong bond between the protective coating and the substrate. Generally, this can be achieved with a high-pressure water abrasive blasting cleaning using equipment capable of a minimum 3,500 psi at 5 gpm with a turbo head jet nozzle. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface that is not excessively damaged.
- F. Infiltration shall be stopped by using a material which is compatible with the specified repair mortar and is suitable for topcoating with the specified protective coating.
- G. “Flexible” areas, such as the area between a manhole/lift station and the manhole ring and any other area that might exhibit movement or cracking due to expansion and contraction, shall be grouted with a flexible grout or gel.
- H. Surfaces to receive protective coating shall be dry to the touch and or with no visible dampness. This is to insure maximum adhesion to the substrate. If required, drying may be accomplished by a minimum of 20 minutes of a heated, forced air blower. The drying shall be to the specification dictated by the resin manufacturer and its trained applicator.

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- I. Surfaces to receive protective coating utilizing Flat Wall Beam Analysis design shall be prepared with a series of grooves cut into the substrate at a spacing and depth determined by the manufacturer to “key” or lock the protective coating to the substrate. All coating termination edges shall be “locked” into the substrate with a termination groove “key” cut into the substrate. The “key” shall be a minimum 1/4” w x 1/4” d and cut at a 45-degree angle.
 - J. All surfaces should be inspected by the Engineer during and after preparation and before the repair material is applied.

3.4 APPLICATION OF REPAIR MATERIALS

- A. Repair materials shall meet the specifications herein. The materials shall be trowel or spray applied utilizing proper equipment on to specified surfaces. The material thickness shall be specified by the Engineer according to the manufacturer's recommendations.
- B. If using approved cementitious repair materials, such shall be trowelled to provide a smooth surface with an average profile equivalent to coarse 80 grit sandpaper or a ICRI CSP3 – CSP6 profile to optimally receive the protective coating. No bugholes or honeycomb surfaces should remain after the final trowel procedure of the repair mortar.
- C. The repair materials shall be permitted to cure according to manufacturer recommendations. Curing compounds should not be used unless approved for compatibility with the specified protective coating.
- D. Application of the repair materials should only be performed by the coating certified applicator to ensure proper finishing for suitability to receive the specified coating.
- E. After water blasting and leak repair is performed, all surfaces shall be inspected for remaining laitance prior to protective coating application. Any evidence of remaining contamination or laitance shall be removed by additional abrasive blast, shotblast or other approved method. If repair materials are used, refer to these specifications for surface preparation. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar and prior to application of the approved coating.
- F. All surfaces should be inspected during and after preparation and before the protective coating is applied.

3.5 APPLICATION OF PROTECTIVE LINING

- A. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.

-
- B. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
 - C. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.
 - D. Specified surfaces shall be coated by spray application of a solvent-free, 100% solids, rigid polyurethane structural lining as further described herein.
 - E. Plural component spray application equipment approved by the coating manufacturer shall be used to apply each coat of the protective coating.
 - F. If necessary, subsequent topcoating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.
 - G. When groundwater loading is not an issue and only a corrosion barrier is required, the rehabilitation lining shall be installed to the thickness necessary to qualify as a monolithic (void free) liner. The roughness of the substrate will dictate the thickness needed to create the monolithic liner and eliminate any opportunity for voids in the lining. The minimum value for coating thickness for corrosion protection for non-structural rehabilitation (i.e. no groundwater loading) shall be 125 mils and for structural rehabilitation (includes groundwater loads) shall be a minimum of 250 mils, or the design thickness determined by the 50 year design protocol as outlined per paragraph 2.4B herein.

3.6 TESTING AND INSPECTION

- A. High Voltage Spark Test. After the protective coating has set hard to the touch it shall be inspected with high-voltage holiday detection equipment. This test is critical when applied to corrosion protection applications (i.e. mil coatings less than 250 mils). The spark tester shall be set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary (refer to NACE RPO188-99 or ASTM G-62). All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional protective coating material can be applied to the repair area. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.
- B. A final visual inspection shall be made by the Resident Project Representative and manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Applicator.
- C. The municipal sewer system may be put back into operational service as soon as the final inspection has taken place. However, for severe corrosion duty such as high

concentrations of acids, bases or solvents, 4 to 8 hours may be necessary prior to returning to service. Consult coating manufacturer for further details.

END OF SECTION

SECTION 02537
CURED-IN-PLACE PIPE (CIPP)
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SECTION 02539
CURED-IN-PLACE PIPE (CIPP)

PART 1. INTENT

1.1 SCOPE

- A. It is the intent of this specification to provide for the reconstruction of the Cast-Iron Pipe under the railroad by the installation of a resin-impregnated flexible tube which is formed to the original conduit. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. The resin is cured with hot water under hydrostatic pressure or by a compressed air, steam combination. Video of this section of sewer was taken in March 2020 and is available for review.

PART 2. REFERENCED DOCUMENTS

- 2.1 This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), and ASTM D790 (Test methods for flexural properties of unreinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

PART 3. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

- 3.1 The following manufacturers are deemed acceptable for this project:

- Perma-Liner
- Insituform
- Diamond Lining Systems by Daystart Composites
- Or Approved Equal

PART 4. MATERIALS

- 4.1 Tube - The Tube shall consist of one or more layers of felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

- A. The wetout Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.
- B. The Tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in

longitudinal seams that cause lumps in the final product shall not be utilized.

- C. The outside layer of the Tube (before wetout) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wetout) procedure.
- D. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- E. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- F. Seams in the Tube shall be stronger than the unseamed felt.
- G. The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.
- H. Resin - The resin system shall be a corrosion resistant , vinyl ester and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification, 5% acceptable maximum for any resin filler.

PART 5. STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall.
- B. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the Long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in Design.

- C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.
- D. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occur during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- E. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM PHYSICAL PROPERTIES

<u>Property</u>	<u>Test Method</u>	<u>Cured Composite per ASTM F1216</u>	<u>Cured Composite (400k Resin)</u>
Modulus of Elasticity	ASTM D-790 (short term)	250,000 psi	400,000 psi
Flexural Stress	ASTM D-790	4,500 psi	4,500 psi

- F. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5 and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	=	<u>2.0</u>
Retention Factor for Long-Term Flexural Modulus to be used in Design (as determined by Long-Term tests described in paragraph 5.2)	=	<u>1% - 60%</u>
Ovality*	=	<u>2%</u>
Enhancement Factor, k	=	<u>See Section 5.3</u>

***IMPORTANT NOTE:** Wall thickness of CIPP shall be minimum 6mm thickness throughout the line. Contractor shall do a test sample in every line placed at the end furthest from the cure source.

- G. Refer to the attached Dimensional Ratio table for specific pipe section requirements, based on the pipe condition, depth, ovality, etc. as computed for the conditions shown, using ASTM F 1216 Design Equations.
- H. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

PART 6. TESTING REQUIREMENTS

- A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- B. Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- C. CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Samples for this project shall be made and tested as described in Section 10.1.

PART 7. INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

- A. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall institute the actions necessary to do this for the mutually agreed time period with the Owner's permission.
- B. Cleaning of Sewer Lines - The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Contractor shall be responsible for disposal of all debris removed from the sewers during the cleaning operation.
- C. Bypassing Sewage - The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Owner may require a detail of the bypass plan to be submitted.
- D. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Owner.

- E. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.
- F. Public Notification - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:
1. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any problems which could arise.
 2. Personal contact with any home or business which cannot be reconnected within the time stated in the written notice.
- G. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

PART 8. INSTALLATION

- A. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:
1. Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. To insure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer

uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.

- B. Tube Insertion – The wetout tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- C. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.

PART 9. REINSTATEMENT OF BRANCH CONNECTIONS

- A. It is the intent of these specifications that branch connections to buildings be reopened without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The Contractor shall certify he has a minimum of 2 complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the owner or his authorized representative, all laterals will be reinstated. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

PART 10. INSPECTION

- A. CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.
- B. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the design thickness as calculated in paragraph 5.6 of this document.
- C. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.
- D. CIPP shall be low air pressure tested, mandrel tested, and recorded with CCTV after installation is complete.

PART 11. CLEAN-UP

- A. Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that

existing prior to the work.

PART 12. PAYMENT

- A. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.

PART 13. TELEVISION INSPECTION

- A. Television inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit color television. Television inspection shall include the following:
- B. Video tapes (post) to be submitted to the City before final invoice.
- C. Video tapes to remain property of the City; Contractor to retain second copy for personal use.
- D. All flows tributary to reach of sewer being inspected are to be completely by-passed around the reach during inspection if necessary and required by the Engineer.
- E. Post construction video tape upon completion of reconstruction of each reach of sewer with the voice description, as appropriate with stationing of services indicated. Data and stationing to be on video.
- F. Should any portion of the inspection tapes be of inadequate quality or coverage, as determined by the City the Contractor will have the portion reinspected and video taped at no additional expense to the City.

END OF SECTION

SECTION 02920
GRASSING
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SECTION 02920
GRASSING

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Ground preparation, seeding, planting grass, fertilizing, and mulching of graded areas, around structures, over pipelines, in rights-of-way, roadway shoulders, and any other disturbed area.
- B. Seed Protection.
- C. Maintaining seeded areas until final acceptance.

1.2 RELATED SECTIONS

- A. Section 02300 – Earthwork
- B. Section 02370 – Erosion and Sedimentation Control

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer. Damaged bags are not acceptable.
- C. Deliver sod on pallets.
- D. All materials shall be acceptable to Engineer prior to use.

1.4 PLANTING DATES

- A. This specification provides for the establishment of a permanent grass cover between the dates shown on the Drawings. If finished earth grades are not completed in time to permit planting and establishment of the permanent grass during the favorable season between the dates specified above unless otherwise accepted, the Contractor will be required to plan a temporary cover to protect the new graded areas from erosion and to keep windblown dust to a minimum. The temporary cover shall be planted between dates shown on the Drawings unless otherwise permitted.

1.5 REFERENCE

- A. Grassing shall conform to the “Manual For Erosion and Sediment Control in Georgia”, latest edition and Section 700 and 890 of the Georgia Department of Transportation Manual, whichever is more stringent.

PART 2. PRODUCTS

2.1 SEED

- A. All grass seed shall be certified by the Georgia Department of Agriculture.
- B. All grass seed shall be delivered to the site be in undamaged containers showing the dealer’s guarantee as to the percentage of seed mix, year of production, percentage of germination, net weight, date of packaging and location of packaging.
- C. Selected grasses shall be appropriate for the season and site as specified by the Manual.
- D. Selected seed shall be equal type and grade to the previously existing grass.
- E. Any seed delivered prior to use shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other cause.
- F. The Engineer reserves the right to test, reject, or accept all seed before seeding.

2.2 FERTILIZER

- A. Commercial fertilizer of approved type rates as shown on the Drawings conforming to State fertilizer laws shall be applied.

2.3 SEEDING SCHEDULE

- A. Schedule: See Drawings
- B. In areas where existing grass is to be matched, contractor shall sow seed at the rate and dates recommended by seed distributor.

2.4 LIME

- A. Agricultural grade, ground limestone shall be applied at rates determined by a soils test conducted by the Contractor.

2.5 SOD

- A. Sod shall be densely rooted, good quality grass, free from noxious weeds. The sod

shall be obtained from areas where the soil is reasonably fertile. The sod shall be raked free of all debris and the grass mowed to two inches before cutting. The sod shall contain practically all of the dense root system and not be less than one (1) inch thick. Sod shall be cut in uniform strips not less than twelve (12) inches in width and not less than twenty-four (24) inches in length.

2.6 HYDROSEED

- A. The Contractor may hydroseed in lieu of seeding grass in areas not to be landscaped or sodded. At least 10 days prior to beginning hydroseeding, the Contractor shall submit to the Engineer a statement of hydro seeding, which shall contain, but not limited to, the following items: seed mixture combination, type of fertilizers and soil amenders, type of mulch fibers, type of binder, application rates, type of spraying equipment and agitator.
- B. Equipment shall have a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry containing not less than 44 lbs. of organic mulching amendment plus fertilizer, chemical additives and solids for each 100 gallons of water.
- C. Cellulose Fiber Mulch: Apply at a minimum rate of 1,500 lbs./acre.
- D. Fertilizers: See Paragraph 2.2
- E. Organic tackifier: Apply at a rate of 70 lbs./acre.
- F. Hydroseed seed mix shall be applied at the lbs./1,000 sq.ft. designated in the planting schedule on the Drawings.

2.7 ACCESSORIES

- A. Straw Mulch: Oat or wheat straw reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition.
- B. Excelsior Mulch: Excelsior mulch shall consist of wood fibers cut from sound, green timber. The average length of the fibers shall be 4 to 6 inches. The cut shall be made in such a manner as to provide maximum strength of fiber, but at a slight angle to the natural grain of the wood so as to cause splintering of the fibers when weathering in order to provide adherence to each other and to the soil.
- C. Wood cellulose fiber shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form homogenous slurry. The mulch fibers shall intertwine physically to form a strong moisture holding mat on the ground surface and allow rainfall to percolate into the underlying soil. The mulch

shall be heat processed so as to contain no germination or growth-inhibiting factors. It shall be dyed (non-toxic) an appropriate color to facilitate metering of material.

2.8 PRODUCT REVIEW

- A. The Contractor shall provide the Engineer with a complete description of all products before ordering. The Engineer will review all products before they are ordered.

PART 3. EXECUTION

3.1 GENERAL

- A. All areas that are disturbed by the work, including trenches and ungraded clear areas, except areas to be paved, shall be provided with a full stand of permanent grass.
- B. Concentrated flow areas, all slopes steeper than 2.5:1 and with a height of ten feet or greater, and cuts and fills within stream buffers, shall be stabilized with appropriate slope stabilization Best Management Practices.

3.2 PREPARATION

- A. The areas to be seeded shall be made smooth and uniform and shall conform to the finished grade indicated on the plans. Remove high areas and fill depressions.
- B. Remove foreign materials, plants, roots, stones, lumps, clods and debris from surfaces to be seeded.
- C. Grassing areas, if not loose, shall be loosened to a minimum depth of 3 inches before fertilizer, seed, or sod is applied.

3.3 STAND OF GRASS

- A. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and the winter weather and be capable of re-establishment in the spring.
- B. Before acceptance of the seeding performed for the establishment of temporary vegetation, the Contractor will be required to produce a stand of grass sufficient to control erosion for a given area and length of time before the next phase of construction or the establishment of permanent vegetation is to commence.

3.4 SEEDING DATES

- A. Seeding shall be performed during the periods and at the rates specified in the

seeding schedules on the Drawings. Seeding work may, at the discretion of the Contractor, be performed throughout the year using the schedule prescribed for the given period. Seeding work shall not be conducted when the ground is frozen or excessively wet. The Contractor will be required to produce a satisfactory stand of grass regardless of the period of the year the work is performed.

3.5 APPLYING LIME AND FERTILIZER

- A. Following advance preparation and placing selected material for shoulders and slopes, lime, if called for based on soil tests, and fertilizer, shall be spread uniformly over the designated areas and shall be thoroughly mixed with the soil to a depth of approximately 2 inches. Fertilizer shall be applied at the rate shown on the Drawings for the first application unless otherwise directed by the Engineer. Lime shall be applied at the rate determined by a soil test conducted by the Contractor. Unless otherwise provided, lime will not be applied for temporary seeding. In all cases where practicable, acceptable mechanical spreaders shall be used for spreading fertilizer. On steep slopes subject to slides and inaccessible to power equipment, the slopes shall be adequately scarified. Fertilizer may be applied on steep slopes by hydraulic thuds as a mixture of fertilizer and seed. When fertilizer is applied with combination seed and fertilizer drills, no further incorporation will be necessary. The fertilizer and seed shall be applied together when Wood Cellulose Fiber Mulch is used. Any stones larger than 1-inch in any dimension, larger clod, roots, or other debris brought to the surface shall be removed.

3.6 SEEDING

- A. Seed shall be sown within 24 hours following the application of fertilizer and lime and preparation of the seedbed as specified in Section 3.2. Seed shall be uniformly sown at the rate specified by the use of acceptable mechanical seed drills. Rotary hand seeders, power sprayers or other satisfactory equipment may be used on steep slopes or on other areas that are inaccessible to seed drills.
- B. The seed shall be covered and lightly compacted by means of cultipacker or light roller if the drill does not perform this operation. On slopes inaccessible to compaction equipment, the seed shall be covered by dragging spiked chains, by light harrowing, or by other satisfactory methods.
- C. Apply water with fine spray immediately after each area has been sown.
- D. Do not sow seed when ground is too dry, during windy periods or immediately following a rain.
- E. If permitted by the special provisions, wood cellulose fiber mulch or excelsior fiber mulch may be used.

3.7 SEED PROTECTION (STRAW MULCH)

- A. All seeded areas seeded with permanent grasses shall be uniformly mulched in a continuous blanket immediately following seeding and compacting operations, using at least 2 tons of straw per acre.

3.8 SEED PROTECTION (EXCELSIOR MULCH)

- A. Seed shall be sown as specified in Section 3.6. Within 24 hours after the covering of seed, excelsior mulch shall be uniformly applied at the rate of 2 tons per acre. The mulch may be applied hydraulically or by other acceptable methods. Should the mulch be placed in a dry condition, it shall be thoroughly wetted immediately after placing. The Engineer may require light rolling of the mulch to form a tight mat.

3.9 SEED PROTECTION (WOOD CELLULOSE FIBER MULCH)

- A. After the lime has been applied and ground prepared as specified in Section 3.2, wood cellulose fiber mulch shall be applied at the rate of 1,500 pounds per acre in a mixture of seed and fertilizer. Hydraulic equipment shall be used for the application of fertilizer, seed and slurry of the prepared wood pulp. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed and water. The slurry distribution lines shall be equipped with a set of hydraulic spray nozzles, which will provide an even distribution of the slurry on the various areas to be seeded. The slurry tank shall have a minimum capacity of 1,000 gallons.
- B. The seed, fertilizer, wood pulp mulch, and water shall all be combined into the slurry tank for distribution of all ingredients in one operation by the hydraulic seeding method specified herein. The materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amount specified. Using the color of the wood pulp as a guide, the equipment operator shall spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream so as to fall like rain, allowing the wood fibers to build upon each other until an even coat is achieved.

3.10 PREPARATION FOR PLANTING LAWNS

- A. Where lawns are to be planted, prepare soil for lawn planting as follows: Till in all temporary vegetation to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
 - 1. Prior to preparation of planting areas, remove existing grass, vegetation

and turf. Do not turn existing vegetation over into soil being prepared for lawns.

2. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 2 inches of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.

3.11 SODDING

- A. Sod shall be placed between March 1 and December 1 to all existing sodded areas that have been disturbed, where indicated on the Drawings, or if necessary, for slope stabilization.
- B. Sod shall be placed within 48 hours of cutting.
- C. Sod shall be moist when laid and placed on moist ground. The sod shall be carefully placed by hand, beginning at the toe of slopes and working upwards. The length of the strips shall be at right angles to the flow of surface water. All joints shall be tightly butted and end joints shall be staggered at least 12 inches. The sod shall be immediately pressed firmly into the ground by tamping or rolling. Fill all joints between strips with fine screened soil. Sod on slopes shall be pegged with sod pegs to prevent movement. The sod shall be watered, mowed, weeded, repaired or otherwise maintained, to insure the establishment of a uniform healthy stand of grass until acceptance.

3.12 HYDROSEEDING

- A. Installation procedures:
 1. Inspection of conditions: Examine related work including irrigation and grading of surface before proceeding with any work and notify the Engineer in writing on conditions which may prevent the proper execution of this work. Failure to report unsuitable conditions will require the contractor to rectify unacceptable work at no additional cost to the Owner.
 2. Water all plant areas thoroughly to saturate upper layers of soil prior to the hydroseeding operation.
 3. Allow the planting area soil surface to dry out for one day only prior to the hydroseeding application. Exercise care not to allow the soil surface to be overly saturated with water prior to the hydroseeding installation. At the same time the soil surface should not become too dry during this period. There should be some residual moisture within the first 1/4 inch of the soil surface.
 4. Prior to starting the hydroseeding operation notify the Engineer forty-eight

(48) hours in advance to be present at start of start of hydroseeding.

B. Hydroseeding Application:

1. Apply the hydroseeding in the form of a slurry consisting of organic soil amendments, commercial fertilizer, and any other chemicals that are called out. When hydraulically sprayed onto the soil, the mulch shall form a blotter-like material. Direct the spray operation so that this procedure will drill and mix the slurry components into the soil, the slurry spray will also penetrate the soil surface, thus ensuring maximum impregnation and coverage. The impregnation and mixing of the components will help in retaining moisture while stabilizing soil surface from superficial erosion.
2. Do not let the hydroseeding slurry components in the hydroseeding machine for more than two (2) hours because of possible seed destruction. If slurry components are left for more than two hours in the machine, add 50% more of the originally specified seed mix to any slurry mixture which has not been applied within the two hours after mixing. Add 75% more of the original seed mix to any slurry mixture which has not been applied eight (8) hours after mixing. All mixtures more than eight (8) hours old, must be disposed, off-site, at the Contractor's expense.
3. Spray the area with a uniform visible coat, using the dark color of the cellulose fiber as a visual guide. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. Insure that all of the slurry components enter and mix with the soil. Insure the uniformity of the hydroseed application. The hydraulic Contractor shall be approved by the Engineer.
4. Exercise special care to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces at the Contractor's expense.
5. Contractor shall save all seed and fertilizer tags and fiber mulch bags for the Engineer to verify compliance with the drawings and specifications.
6. The Engineer shall be present during the hydroseeding operation and has final determination if conditions are acceptable for hydroseed application.

3.13 MAINTENANCE

- A. Maintain seeded and sodded surfaces immediately after planting and until Substantial Completion. If seeded and/or sodded grass is not fully established at the time of Substantial Completion, continue maintenance until an acceptable stand of grass is established and Final Stabilization occurs.

- B. Maintenance shall consist of: providing protection against traffic; watering to ensure

uniform seed germination and to keep surface of soil damp; fertilizing; weeding; mowing and trimming; rolling; re-grading; and repairing and replanting any areas damaged as a result of construction operations or erosion so that a smooth acceptable lawn free of eroded or bare areas is established.

- C. If a poor stand of grass is present, re-seed as required to achieve Final Stabilization. Replace sod as needed.
- D. After grass has been established, mow as often as needed to maintain height between 4 and 6 inches until final acceptance. Do not delay mowing until grass blades bend over and become matted. Do not mow grass when it is wet.

3.14 ACCEPTANCE

- A. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass that covers at least 98% of the total areas with no bare spots exceeding one (1) square foot so that it is fully stabilized against erosion and whose root system shall be developed sufficiently to survive dry periods and the winter weather and be capable of re-establishment in the spring.

END OF SECTION

**SECTION 03100
CONCRETE FORMWORK
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SECTION 03100
CONCRETE FORMWORK

PART 1. GENERAL

1.1 SCOPE

- A. Under this heading shall be included designing, furnishing, constructing, adjusting and maintenance of all concrete formwork required for the reinforced concrete shown on the Plans in accordance with the requirements of the Specifications.

1.2 RELATED SECTIONS

- A. Section 03150 – Concrete Accessories
- B. Section 03200 – Concrete Reinforcement
- C. Section 03300 – Cast-In-Place Concrete

1.3 APPLICABLE STANDARDS

- A. Where any material or operation is specified by reference to the following published specifications or standards or the specifications or standards of any other organizations, the referenced specifications or standard shall be as much a part of this Section as it is quoted in full herein.

1. American Concrete Institute (ACI):

- a. ACI 117 – Standard Specifications for Tolerances for Concrete Construction and Materials.
- b. ACI 301 – Specifications for Structural Concrete
- c. ACI 318 – Building Code Requirements for Structural Concrete
- d. ACI 347 – Recommended Practice for Concrete Formwork
- e. ACI 350.01 – Tightness Testing of Environmental Engineering Concrete Structures and Commentary
- f. ACI – 350.3 – Seismic Design of Liquid Containing Concrete Structures and Commentary

1.4 DESIGN

Design, align and construction of forms and formwork, shoring and bracing shall be in accordance with ACI 318 and shall be the responsibility of the Contractor. Design shall include consideration of all dead and live loads which will be exerted on formwork during its period of use. Formwork design shall achieve concrete shape, line, dimensions indicated on the Drawings within tolerances indicated herein and shall be performed using the following criteria:

A. Design Loads:

1. Vertical loads shall include the weight of formwork, the weight of freshly placed concrete and all live loads including the weight of workmen, equipment, materials, runways impact and other such factors affecting the safety of the structure during construction.
2. Horizontal loading shall include but not be limited to, wind, cable tension, inclined supports, placement of concrete, starting and stopping of equipment foundation pressures, stresses, lateral stability and other such factors pertinent to the safety of the structure during construction. Wall forms shall be designed in accordance with American National Standard A58.1, "Minimum Design Loads for Buildings and Other Structures", or those required by local building codes, whichever is greatest. Bracing for wall forms shall be designed for a minimum horizontal load of 100 pounds per linear foot of wall, applied at the top.
3. Lateral pressure of concrete containing no pozzolans or admixtures, having a slump of 4 inches or less, made with Type I cement weighing 150 pounds per cubic foot, and normal internal vibration shall be calculated on the basis of $p = 150 h$, where p is the lateral pressure in pounds per square foot and h is the height of fresh concrete above the point considered in feet. Adjustment shall be made in design of forms for concrete having characteristics different from those described above or for external vibrations of forms.

B. Safety Factors: Safety factors for formwork accessories shall be as given in Table 2.3 of ACI 347. All other components of formwork shall be designed for a safety factor of 2.0 except for those with a potential hazard to life which shall have a safety factor of 3.0.

C. Design Formwork: Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent construction.

D. Design Approval: The Contractor will not be required to submit shop drawings or design calculations for approval. However, in the event that the Engineer requests the design calculations on any part of the formwork, the Contractor shall submit such calculations for review. Such design calculations found not to be in accordance with the criteria specified herein or the failure to provide such calculations upon request from the Engineer shall be cause for all concreting operations to be suspended until design requirements are completed. Review of design calculations or the absence of review will in no respect relieve the Contractor of the responsibility for formwork design or the liability which may result from improper design or the absence thereof.

1.5 SUBMITTALS

- A. Form Coating: Submit manufacturer's descriptive product data and current specification covering named product, include certification that material is acceptable for use in structures processing or storing potable water.
- B. Form Ties: Submit manufacturer's descriptive product data, current specification covering named product and two samples.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Material used in formwork shall be selected by the Contractor on the basis of safety and the quality required in the finished work. All material and accessories shall be new and undamaged. New forms may be reused so long as they retain structural integrity and provide the required quality of the finished work. Form coatings sealers, and parting agents shall be used as required by the work and shall be of quality to insure proper function. Such agents shall be used in accordance with manufacturer's recommendations.

PART 3. EXECUTION

3.1 CONSTRUCTION

- A. General: Construct forms in accordance with ACI 347R to the required dimensions, plumb, straight, mortar tight, and paste tight.
 - 1. Forms shall be constructed and maintained so as to ensure that after removal of forms the finished concrete members will have true surfaces free of offset, bowing and pillowing, waviness or bulges, and will conform accurately to the indicated shapes, dimensions, lines, elevations, and positions. Form surfaces that will be in contact with concrete shall be thoroughly cleaned before each use.
 - 2. Studs and wales shall be spaced to prevent deflection of form material. Forms and Joints shall be sufficiently tight to prevent leakage of grout and cement paste during placing of concrete. Forms shall be fitted to accurate alignment to assure smooth completed surfaces free from irregularities. Forms shall be readily removable without impact, shock, or damage to the concrete.
 - 3. Provide offsets, keyways, recesses, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and such other features as required. Use selected materials to obtain above requirements.

4. Build into forms, or otherwise secure in forms, items such as inserts, anchors, miscellaneous metal items, and such other embedded items as indicated on Drawings.
 5. Wet forms sufficiently to prevent joints in wood forms from opening prior to concrete pour.
 6. Do not use stay-in-place metal forms.
- B. Openings: Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete.
1. Securely brace temporary openings and set tightly to forms to prevent the loss of concrete paste. Locate temporary openings on forms in as inconspicuous location as possible consistent with the requirements of the work.
 2. Provide openings in concrete formwork of the correct size and in the proper location to accommodate other items and operations of construction work passing through forms. Accurately place and securely support items to be built into forms.
- C. Earth Forms: Where soil conditions will permit excavation to accurate sizes without bracing, and soil subsidence can be prevented during the concrete pour, earth forms may be used.
1. Before concrete is poured, lightly wet earth forms but not to a muddy condition.
- D. Concrete Surfaces to be Exposed: Form surfaces that will be in contact with concrete shall be of material that is non-reactive with concrete and that will produce concrete surfaces equivalent in smoothness and appearance to that produced by new 4 foot by 8 foot plywood panels, exterior type, resin-impregnated or plastic faced concrete form. Cut surfaces shall be smooth and treated with form coating. Panel joints that will be in contact with concrete shall be smooth and free of offset. Form materials with defects that will impair the texture and appearance of finish surfaces shall not be used. Form lining, if used, shall be installed over solid backing.
- E. Concrete Surfaces to be Unexposed: Form surfaces that will be in contact with concrete shall be sound, tight, lumber or other material producing equivalent finish. Forms under deck slabs may be left in place.
- F. Form Ties: Ties shall be factory-fabricated, removable or snap-off metal ties of design conforming to ACI 347R and ACI 350R that will not allow form deflection and will not spall concrete upon removal. Solid backing shall be provided for each

tie. The portion of the tie remaining in the concrete after removal of the exterior parts shall be at least 1-1/2 inches back from any surface of the concrete and leave a hole no larger than 7/8 inch or less than 1/2 inch diameter. Form ties for water holding structures or below grade structures shall include an integral water stop to ensure water tightness of structure. Do not use removable type form ties in construction of liquid retaining concrete structures. Field fabricated wire ties are not acceptable. Bolts and rods that are to be completely withdrawn shall be coated with a non-staining bond breaker and their holes completely sealed water tight.

- G. Chamfering: External corners shall be chamfered by 3/4" x 3/4" moldings placed in the forms unless the Plans specifically show that chamfering is to be omitted.
- H. Coating: Forms shall be coated with form oil or form-release agent before reinforcement is placed. The coating shall be a commercial formulation of satisfactory and proven performance that will not bond with, stain, or adversely effect concrete surfaces, and surfaces to be cured with water or curing compounds. The coating shall be used as recommended in the manufacturer's printed or written instructions. On surfaces which will be in contact with potable water, use no material which will add taste, odor or toxic effects to the water. Forms for unexposed surfaces, may be wet with water in lieu of coating immediately before placing concrete, except that in cold weather with probable freezing temperatures, coating shall be mandatory. Surplus coating on form surfaces and coating on reinforcing steel and construction joints shall be removed before placing concrete.
- I. Removal of Forms:
 - 1. Removal shall be in a manner to insure complete safety and serviceability of the structure after the following conditions have been met and in accordance with ACI 347R. Where the structure as a whole is supported, forms for beam sides, and similar vertical structural members may be removed after 72 hours except when curing requirements exceed this time. Supporting forms or shoring shall not be removed until structural members have acquired sufficient strength to support safely their own weight and any construction and/or storage load to which they may be subjected, but in no case shall they be removed before expiration of 7 days, nor shall forms used for curing the removed before expiration of curing period except as specified in Section 03300. Care shall be taken to avoid spalling concrete surfaces or damaging concrete edges.
 - 2. When the atmospheric temperature at the site has been continuously above 50 degrees F from the time of the pour, the forms shall be removed at the earliest practical time within the limits set forth in this paragraph, and wet curing shall continue without delay.
 - a. Forms for walls and other vertical faces may be carefully removed 24 hours after the last portion of concrete in the section involved has been placed, provided the concrete has sufficiently hardened to

- preclude damage resulting from form removal, and provided these members are not subjected to loads for a period of 14 days.
 - b. Maintaining horizontal forms in place for a minimum of 14 days or until the concrete, as determined by job-cured cylinder, has attained a compressive strength of 3,000 psi.
 - c. When a water-reducing retarder is used in the concrete mix, the normal time periods for removing forms may need to be increased.
 - 3. When the atmospheric temperature at the site drops below 50 degrees f, leave all forms in place for at least 5 days regardless of the temperature within the protective covering or enclosure.
 - 4. Upon removal of forms, notify the Engineer in order that a review of the newly stripped surfaces may be made before patching.
 - 5. Tie-rods to be entirely removed from the wall shall be loosened 24 hours after concrete is placed, and form ties, except for a sufficient number to hold forms in place, may be removed at that time. Ties wholly withdrawn from wall shall be pulled toward the face that will be concealed from view in the permanent work and sealed.
- J. Filling of Tie-Rod or Bolt Holes: Filling of tie-rod or bolt holes is specified in Section 03300.

3.2 TOLERANCES

Tolerances for Concrete Construction and Materials shall confirm to all requirements of ACI 117, Standard Specifications for Tolerances for Concrete Constructing and Materials, Published by the American Concrete Institute (ACI) except as modified herein by these Contract Documents. The Contractor shall set and maintain forms to insure completed work within the following tolerance limits:

- A. Variations from the Plumb-Columns, piers and walls:
 - 1. 1/4 inch in any 20 feet of length and 1/2 inch maximum for entire length
 - 2. Corner columns, control joint lines and any other conspicuous lines.
- B. Variations from plan Levels or Grades-Slabs, ceilings, decks and beams:
 - 1. 1/4 inch in any 10 feet of length 3/8 inch in any bay or any 20 feet of length, 3/4 inch maximum for entire length.
 - 2. Exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines: 1/4 inch in any bay or in any 20 feet of length, 1/2 inch maximum for entire length.
- C. Variation of Distances
 - 1. Between walls, columns, partitions and beams: 1/4 inch per 10 feet of

distance but not more than 1/2 inch in any one bay, and not more than 1 inch total variation.

- D. Variations in Opening Sizes and Locations Sleeves, floor openings and wall openings: Minus 1/4 inch, plus 1/2 inch.
- E. Variations in Cross-Sectional Dimensions and Thickness Columns, beams, slabs, decks and walls: Minus 1/4 inch, plus 1/2 inch.
- F. Variation in plan Lines:
 - 1. Building lines, structure lines: 1 inch from established plan position.
- G. Variations in Footing and Foundation Dimensions
 - 1. Dimensions in plan: Minus 1/2 inch. Plus 2 inches (concrete only) or plus 3 inches when earth-formed.
 - 2. Misplacement or eccentricity: 2 percent of member width in the direction of misplacement but not more than 2 inches (concrete only).
 - 3. Thickness: Minus 5 percent of specified thickness.

END OF SECTION

SECTION 03150
CONCRETE ACCESSORIES
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SECTION 03150
CONCRETE ACCESSORIES

PART 1. GENERAL

1.1 WORK INCLUDED

- A. Provide accessories for cast-in-place concrete.

1.2 RELATED WORK

- A. Section 03100, Concrete Formwork
- B. Section 03200, Concrete Reinforcement
- C. Section 03300, Cast-In-Place Concrete

1.3 SUBMITTALS

- A. Submit product data and samples in accordance with Section 01300.
- B. Submit product data on the following items.
 - 1. Water Stops
 - 2. Tongue and Groove Joint Forms
 - 3. Preformed Expansion Joint Fillers
- C. Submit samples on the following items:
 - 1. Water Stops
 - 2. Precast Concrete Block Supports for Reinforcing Bars

PART 2. PRODUCTS

2.1 MATERIALS

- A. Precast Concrete Block Supports For Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.
- B. Membrane: 15 mil polyethylene film vapor barrier.
- C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572. Provide ribbed flat type and at non-working joints, ribbed with center bulb type at working joints, and split ribbed with bulb type at connections of new structures with existing concrete. Provide 9 inches x 3/8-inch at wall thickness of 12-inches or greater, and 6-inches x 3/8-inch at wall thickness

less than 12-inches. Provide water stops as indicated on the Drawings and at all wall and floor joints in water retaining structures. Acceptable manufacturers include Greenstreak, A.C. Horn, Inc., Vinylex Corporation, W.R.Meadows, Inc., Durajoint or Engineer Approved Equal shall be used.

- D. Bentonite Waterstop: A specially formulated joint sealant which swells upon contact with water, and which will adhere to joint surfaces and itself. May be used on existing concrete where approved by the Engineer. Provide waterstop in rope style configuration, approximately one-inch square and packaged in continuous length coils. Material composition as follows:
1. Butyl Rubber-Hydrocarbon; percent by weight of 24.9 when tested according to ASTM D297.
 2. Bentonite; 75 percent, conforming to SS-S-210A.
 3. Volatile Matter; one percent below the requirements of ASTM D6.
 4. Acceptable Manufacturers: American Colloid Company; Waterstop RX, or Engineer Approved Equal.
- E. Preformed Expansion Joint Filler:
1. Bituminous type conforming to the requirements of ASTM D 994 shall be used for joints in concrete sidewalks, driveways and floor slabs.
 2. Nonextruding type, self-expanding cork, $\frac{3}{4}$ -inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.
 3. Acceptable Manufacturers: A.C. Horn, Inc., W.R. Meadows, Inc. or Engineer Approved Equal.
- F. Joint Sealant: A multipart, gray, polyurethane sealant meeting U.S. Federal Specification TT-S-00227E (3) Type 1, class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and chemical corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.
- G. Tongue And Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.
- H. Inserts: Galvanized steel to fit the proposed hanger or support.

PART 3. EXECUTION

3.1 INSTALLATION

- A. Precast Concrete Block Supports For Reinforcing Bars: Provide in sufficient

quantity to support reinforcing bars in slabs formed on earth at a spacing not to exceed 4-feet on centers in both directions. Provide blocks with dowels to support top bars. Block supports are not required in slabs formed on tremie concrete but may be used at the Contractor's option. Blocks are not required for reinforcing bars properly supported from formwork. At other locations, refer to ACI 315 and CRSI MSP-1.

- B. Membrane: Provide polyethylene film under all slabs formed on earth, except for liquid containment structures. Lap membrane sheets 6-inches in the direction of spreading concrete. Do not puncture film.
- C. Water Stops:
 - 1. Installation: Protect water stops from dirt, oil and concrete spatter and rigidly secure in position by means of split bulkheads and by fastening to reinforcing bars in two directions at not more than 12 inches on centers. Install water stops in construction joints in hydraulic structures required to contain liquid or to resist the entry of groundwater. Use continuous lengths without splices where possible. Provide factory-formed and tested waterstop corners and intersections leaving only straight butt joint splice in the field. Connect all adjoining waterstops including vertical and horizontal runs to provide a continuous water barrier. Maintain two (2) inches minimum clearance between waterstop and reinforcing steel. Center waterstop in joint with one-half (1/2) of waterstop width to be embedded in concrete on each side of joint. At expansion joints, keep bulb unembedded.
 - 2. Splices: Butt-splice water stops using a thermostatically controlled electric splicing iron as recommended by the manufacturer. Strength shall not be less than 50% of the mechanical strength of the parent section.
 - 3. For Bentonite waterstop, install as recommended by the manufacturer at locations shown on the Drawings or as directed by the Engineer.
- D. Expansion Joints: Provide expansion joints of size and at locations as shown on the Drawings. Place expansion joint fillers every 30 feet in straight runs of walkways, at right angle turns and wherever concrete butts into vertical surfaces, unless otherwise shown on the Drawings.
- E. Joint Sealants: Provide joint sealants where indicated on the Drawings. Prepare surfaces, prime, prepare materials, all in complete compliance with the manufacturer's instructions.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT
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SECTION 03200
CONCRETE REINFORCEMENT

PART 1. GENERAL

1.1 SCOPE

- A. Under this heading shall be included the furnishing, fabricating, delivering and placing of reinforcement steel for all concrete work.

1.2 RELATED SECTIONS

- A. Section 03150 – Concrete Accessories
- B. Section 03200 – Concrete Reinforcement
- C. Section 03300 – Cast-In-Place Concrete

1.3 APPLICABLE STANDARDS

Where any material or operation is specified by reference to the following published specifications or standards or the specifications or standards of any other organizations, the referenced specification or standard shall be as much a part of this Section as if quoted in full herein.

- A. American Concrete Institute (ACI).
 - 1. ACI 117 – Standard Specifications for Tolerances for Concrete Construction and Materials.
 - 2. ACI 301 – Specifications for Structural Concrete
 - 3. ACI 315 - Manual for Standard Practice for Detailing Reinforced Concrete Structures
 - 4. ACI 318 – Building Code Requirements for Structural Concrete
 - 5. ACI 347 – Recommended Practice for Concrete Formwork
 - 6. ACI 350.1 – Tightness Testing of Environmental Engineering concrete Structures and Commentary
 - 7. ACI – 350.3 – Seismic Design of Liquid Containing Concrete Structures and Commentary
 - 8. ACI – SP-66 – ACI Detailing Manual
- B. American Society for Testing and Materials (ASTM).
 - 1. A82 Cold Drawn Steel Wire for Concrete Reinforcement
 - 2. A90 Test for Weight of Coating of Zinc-Coated (Galvanized) Iron or

Steel Articles

3. A123 Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strips
4. A143 Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedures for Detecting Embrittlement
5. A185 Welded Steel Wire Fabric for Concrete Reinforcement
6. A497 Welded Deformed Steel Wire Fabric for Concrete Reinforcement
7. A615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
8. A616 Rail-Steel Deformed and Plain Bars for Concrete Reinforcement
9. A617 Axle-Steel Deformed and Plain Steel Bars for Concrete Reinforcement
10. A706 Low-Alloy Steel Deformed Bars for Concrete Reinforcement

C. American Welding Society (AWS)

1. D1.1-82 Structural Welding Code

D. Concrete Reinforcing Steel Institute (CRSI)

1. MSP Manual of Standard Practice for Reinforcing Concrete Construction

1.4 SHOP DRAWING SUBMITTALS

- A. Before starting fabrication and construction, submit complete detail and placing Shop Drawings in accordance with Section 01300 and ACI 315. Submittals shall include at least the following: reinforcement details showing sizes and grades of steel, bending and splicing details, splicing locations, placement drawings, quantities of reinforcing steel, concrete protection for steel reinforcement, and accessories including supporting and spacing devices for reinforcement.
- B. Certifications: American Welding Society (AWS) qualification certificate for welders employed on work.
- C. Manufacturer's Certificate: Certify products meet or exceed specifications. Submit certified copies of mill test report of reinforcement materials analysis.\

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 315 and ACI 318.

1.6 SHIPPING AND STORAGE

- A. Shipping

1. Reinforcement steel shall be handled and shipped in a manner to avoid bending or other damage to the bars.
2. Bars shall be bundled, preferably for one placement, in accordance with the placement schedule and as follows:
3. Do not bundle bars for separate buildings or large structures together. Bars for small structures may be bundled together but each bar or group of bars which have the same piece mark shall be tagged and coded.
4. Metal tags or approved equal shall be provided labeled with legible marks.
5. All bundles shall be tagged at each end. Tags shall show piece marks corresponding to the mark numbers on the placement Drawings and on the bar list.
6. Bars shall be bundled in the largest size practical for handling and shipping.

B. Storage

1. Reinforcement steel shall be stored above ground on platforms, skids or other approved supports. Contact with the soil should be avoided. Proper drainage and protection from the elements shall be provided to minimize corrosion.
2. Welding electrodes shall be stored in a moisture controlled environment in accordance with AWS and/or the manufacturer's recommendations.

1.7 PROJECT CONDITIONS

- A. Protection: Protect in-place reinforcement from excessive construction traffic, damage, dirt, mud, debris and other work.

PART 2. PRODUCTS

2.1 MATERIALS

- A. General: Only new material shall be furnished, and shall be free of loose rust, mill scale, deleterious amounts of salts or coatings which reduces or destroys bond. Tight rust and mill scale or surface irregularities will be acceptable, provided the weight and the dimensions, including height of deformations and tensile properties of a test specimen which has been wire-brushed by hand, are not less than those required by the Applicable Codes and Standards.
- B. Metal Reinforcement:
1. Reinforcing bars shall be deformed reinforcement conforming to ASTM A615, A616, A617, or A706, Grade 60, except Grade 40 and/or plain bars are acceptable when shown on the Contract Plans for the following:

- a. Rebars less than #4 diameter.
 - b. Rebars used as stirrups or ties.
- 2. Welded Deformed Wire Fabric shall conform to the requirements of ASTM A185 or A497 and unless otherwise indicated on the Drawings, shall be 4 x 4 – W4.0 x W4.0
- 3. Wire shall conform to the requirements of ASTM A82.
- C. Bar Supports and Accessories: Bar supports and accessories shall be galvanized or plastic coated wire conforming with the requirement of ACI 315, Chapter 7, and/or CRSI MSP, and shall be specifically made for the intended use by proprietary manufacturers. They shall be sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture. For exposed-to-view concrete surfaces, where legs of support are in contact with forms, provide supports with either hot-dip galvanized or plastic protected legs.
- D. Mechanical Connection and/or Anchorage Devices: Mechanical anchorage devices shall be in accordance with ACI 318, Chapter 12.
- E. Reinforcing Splicing Devices
 - 1. Exothermic welding type shall only be used if approved by the Engineer.
 - 2. Two-piece mechanical splices may be used as an alternative to lap splices and shall be manufactured from ASTM AG15 Grade 60 deformed bar and be used where there is insufficient space for a lap splice. All mechanical splices shall be capable of developing 150% of the bar yield strength. Mechanical splicing systems shall be “Dowel Bar Splice System” manufactured by Dayton, “Bar-lock Coupler system” by Bar-lock or Engineer Approved Equal.
- F. Reinforcement across expansion joints shall consist of either smooth dowels or deformed bars with appropriate bond breaking material applied to one end. Manufacturers shall be Greenstreak “Speed Dowels” type or Engineer Approved Equal.
- G. Welding Electrodes: Welding electrodes shall be in accordance with AWS D12.1.

PART 3. EXECUTION

3.1 FABRICATION

- A. Reinforcement steel shall be accurately bent, cut or formed to the dimensions and configurations shown on the Plans and within the tolerances specified in CRSI MSP or, ACI 315, Chapter 4.
- B. Reinforcement steel shall be bent cold using pin sizes in accordance with ACI 318.

Bars may be preheated only if approved by the Engineer. Also, reinforcement shall not be rebent or straightened without approval by the Engineer.

- C. Reinforcement steel having a reduced section, kinks, visible transverse cracks at bends, or otherwise damaged in any way shall not be used.
- D. The ends of bars which are to be welded or mechanically connected for splices shall be saw cut only.
- E. Spiral reinforcement shall be accurately fabricated to the diameter and pitch shown on the Plans. One and one-half finishing turns shall be provided at both the top and bottom, unless shown otherwise on the Plans.
- F. Ties and stirrups shall be sized and spaced as detailed on the Drawings and as shown in the typical details. Ties and stirrups shall be closed end with 135% hooks.
- G. Reinforcement bars shall not be welded, unless specifically shown on the Plans. All the steel reinforcement specifications, except for ASTM A706, shall be supplemented to require a report of material properties necessary to conform to welding procedures specified in AWS D12.1.

3.2 SHOP FINISHING

- A. Shop finishes for corrosion protection shall be used on reinforcing steel only where indicated on the Drawings. When indicated, bars and steel wire shall be galvanized or epoxy coated in accordance with the following:
 - 1. Galvanized Finish for Steel Bars: ASTM A767/A767M, Class II, hot dip galvanized after fabrication.
 - 2. Epoxy Coated Finish for Steel Bars: ASTM A775/A775M
 - 3. Epoxy Coated Finish for Steel Wire: ASTM A884/A884M; Class A using ASTM A775/A775M.

3.3 PLACEMENT

- A. Reinforcement shall be placed in accordance with the Drawings. Notify Engineer at least 48-hours before placing concrete so placement of reinforcement can be observed
- B. Only reinforcement that is free of oil, dirt, loose mortar, mud or other non-metallic coatings which reduce bonding capacity shall be installed. After placing, the reinforcement shall be maintained in a clean condition until the concrete is placed.
- C. All intersections of the reinforcement shall be securely tied with 16-gauge minimum, black annealed wire. Crossing bars shall not be tack welded. On exterior exposed work, no ties or spacers will be permitted to remain within $\frac{3}{4}$ inches of the finished surfaces.

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CONCRETE REINFORCEMENT

- D. Reinforcement supports shall be as specified and shall be supported on non-corrodible metal or plastic-encased spacers, bolsters or chairs. For concrete placement on grade, reinforcement may be supported on precast concrete blocks spaced to maintain required cover, but only where the Contractor can demonstrate that the precast blocks are at least equal in quality to the class concrete specified for the work. Do not displace or damage vapor retarder when present.
- E. Terminate reinforcement two (2) inches from the face of expansion joints. Continue reinforcement across or through construction joints. Do not lay metal reinforcement on formwork – raise reinforcement as concrete is placed.
- F. Bars that are partially embedded in concrete shall not be field bent unless concurrence has been obtained from the Engineer. Procedure used shall be based on the Contractor's report and recommendations.
- G. Openings:
 - 1. Opening 12 inches and larger through concrete walls and slabs shall have additional reinforcement placed around the opening.
 - 2. Reinforcement shall consist of vertical, horizontal, and diagonal bars. Bars shall be sized and placed as shown in the typical details of the Drawings.
- H. Bar Spacing, cover, minimum clearance, bond and anchorage shall conform to the requirements of the ACI Building Code (ACI 318, and ACI 350), and/or as indicated on the Drawings.
- I. Wire mesh reinforcement:
 - 1. Shall be secured in position by spacer bars and chairs. Spacer bars shall be lapped not less than 5 inches.
 - 2. Precast concrete mortar blocks may be used in lieu of metal chairs for slabs on grade.
 - 3. Mesh shall be checked for position during placing of concrete and any displacement corrected.
 - 4. Mesh overlap measured between outermost cross wires of each sheet shall be 6-inches at edges unless otherwise indicated on the Drawings, and shall be securely tied at ends and overlap.

3.4 CONCRETE PROTECTION FOR REINFORCEMENT

- A. Cast-in Place Concrete (non-prestressed): Unless shown otherwise on the Plans, the following minimum concrete cover shall be provided for reinforcement:

	Minimum Cover, Inches
1. Concrete exposed to weather	3"

-
- | | |
|---|--------|
| 2. Concrete cast against and permanently exposed to earth | 3" |
| 3. #6 and larger bars not exposed to weather or in contact with earth | 2" |
| 4. All #5 and smaller bars not exposed to earth or weather | 1-1/2" |

*The maximum cover shall be no greater than that specified above or shown plus 3/8 inch, except as qualified below.

3.5 SPLICING

- A. Reinforcing Bars: Splices and dowels shall have laps as required by ACI 318 and ACI 350 and/or as shown on the Drawings. When welding is required, comply with requirements in this paragraph as stated herein.
1. All reinforcing steel shall be 100% tied. This includes splices and bars crossing each other. Reinforcing bars shall be tied 100% to insure movement of rebar does not occur when placing concrete.
 2. Splices shall occur in low stress areas.
 3. Splice length shall conform to code requirements relative to bar locations and stress levels at the splice location.
 4. Splices in horizontal reinforcement shall be staggered.
 5. The minimum clear distance between spliced bars, except when bar clamps are specified, shall be 1 ½ bar diameters, but in no case less than 1-inch, nor less than 1.5 times the maximum size of coarse aggregate.
 6. The maximum clear distance between bars spliced by non-contact lap splice shall be one-fifth (1/5) the required lap but no more than six (6") inches.
 7. Design is based upon "non-contact" type vertical splices lapped and specified above as required under the applicable section of the ACI code.
 8. Tied "contact" lapped splices will be allowed for ease in establishing the basis framework for the vertical reinforcing bar mats. However, no more than 20% of the required vertical lap splices may be "contact" type splices.
 9. All other lap splices shall conform to the minimum and maximum clear distance requirements as specified above and in the applicable section of the ACI code.
- B. Welded and Mechanical Connections: A full welded or mechanical splice connection shall develop, in tension or compression, as required, at least 125 percent of the specified yield strength "fy" of the bar.
- C. Welding: Welding shall be performed in accordance with AWS D12.1.
- D. Spirals: Splices in spiral reinforcement shall be lap splices of 48 diameter length, but not less than 12 inches, or welded.

END OF SECTION

SECTION 03300
CAST-IN-PLACE CONCRETE
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SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1. GENERAL

1.1 SCOPE

- A. Under this heading shall be included the furnishing of all labor, materials and equipment, tools and energy necessary to accomplish the cast-in-place concrete work to be constructed under this Contract, as shown on the Plans and hereinafter specified.

1.2 RELATED WORK

- A. Section 03100 – Concrete Form Work
- B. Section 03150 – Concrete Accessories
- C. Section 03200 – Concrete Reinforcement

1.3 APPLICABLE STANDARDS

Where any material or operation is specified by reference to the following published specifications or standard or the specifications or standards of any other organizations, the referenced specification or standard shall be as much a part of this Section as if quoted in full herein.

- A. American Concrete Institute (ACI).
- | | |
|-----------|---|
| 214 | Recommended Practice for Evaluation of Compression Test results in Field Concrete |
| 301 | Suggested Specifications for Structural Concrete |
| 304R | Guide for Measuring, Mixing, Transporting and Placing Concrete |
| 304.2R | Placing Concrete by Pumping Methods |
| 305.1 | Hot Weather Concreting |
| 306.1 | Cold Weather Concreting |
| 308.1 | Standard Specification for Curing Concrete |
| 315 | Manual for Standard Practice for Detailing Reinforced Concrete Structures |
| 318 | Building Code Requirements for Structural Concrete |
| 347 | Recommended Practice for Concrete Formwork |
| 350.1 | Tightness Testing of Environmental Engineering Concrete Structures and Commentary |
| 350.3 | Seismic Design of Liquid Containing Concrete Structures |
| ACI SP.66 | Detailing Manual and Commentary |

B. American Society for Testing and Materials (ASTM).

A36	Specification for Structural Steel
A185	Welded Steel Wire Fabric for Concrete Reinforcement
A615	Deformed and plain Billet-Steel Bars for Concrete Reinforcement
C31	Making and Curing Concrete Compression and Flexural Test Specimens in the Field
C33	Concrete Aggregates
C39	Test for Compressive Strength of Cylindrical Concrete Specimens
C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
C78	Test for Flexural Strength of Concrete
C94	Ready-Mix Concrete
C138	Test for Unit Weight, Yield and Air Content (Gravimetric) of Concrete
C143	Test for Slump of Portland Cement Concrete
C150	Portland Cement
C171	Sheet Materials for Curing Concrete
C172	Sampling Fresh Concrete
C173	Test method for Air Content for Freshly Mixed Concrete by the Volumetric Method
C192	Making and Curing Concrete Test Specimens in the Laboratory
C231	Air Content of Freshly Mixed Concrete by the Pressure Method
C260	Air-Entraining Admixture for Concrete
C470	Single Use Molds for Forming 6 x 12 Inch Test Cylinders
C494	Chemical Admixtures for Concrete

1.4 QUALITY ASSURANCE

- A. The actual acceptance of aggregates and development of mix proportions to produce concrete conforming to the specific requirements shall be determined prior to the placement of any concrete, by means of laboratory tests made with the constituents to be used on the work.
- B. Plant Qualification: Comply with all requirements of the Check List for Certification of Ready Mix Concrete Production Facilities of the National Ready Mixed Concrete Association and ASTM C 94. The Concrete supplier shall be ACI certified.
- C. Worker Qualifications: Workers with at least 5 years experience in performing concrete work of high quality, including forming, color, texture and finishing and of the size and complexity of this project.
- D. Perform Work in accordance with ACI 318 and ACI 350.
- E. Conform to ACI 305 when concreting during hot weather.
- F. Conform to ACI 306.1 when concreting during cold weather.

1.5 SUBMITTALS

- A. Submit the following information in accordance with Section 01300.
1. Plant Qualification: Submit satisfactory evidence indicating compliance with the specified qualification requirements.
 2. Products: Submit data on all products used including, but not limited to, the following: construction joint devices, admixtures, water stops, joint systems, floor hardeners, curing compounds, etc.
 3. Materials: Submit satisfactory evidence indicating that materials to be used, including cement, aggregates and admixtures meet the specified requirements.
 4. Design Mix: Submit the design mix to be used as prepared by qualified persons for each concrete strength, type and class. The design of the mix is the responsibility of the Contractor subject to the limitations of the Specifications. Submit separate mix designs when admixtures are required for hot and cold weather concrete work and air entrained concrete work. Identify mix ingredients and proportions, including admixtures. Identify chloride content of admixtures and whether or not chloride was added during manufacturer.
 5. Submit laboratory test reports for concrete materials and mix design.
 6. Submit, at least 24-hours before placing concrete, signed certification providing the following:
 - a. Exact location and portion of structure to be placed.
 - b. Date and time concrete is to be placed.
 - c. Type of concrete to be used (mix), and the method to be used in placing the concrete.
 - d. Estimated quantity of concrete to be placed.
 - e. That line and grade have been checked and grade properly compacted.
 - f. That location, type, size and spacing of reinforcement has been checked and conform to the Drawings.
 - g. That any water stops, construction joints, or seals have been placed and conform to the Drawings.
 - h. That any embedded pipes have been placed, are the correct size and type and conform to the Drawings.
 - i. That any embedded conduits, grounding wires or receptacles have been placed and conform to the Drawings.
 - j. That any embedded anchor bolts, bearing plates, dowels etc. are in place, are of the correct size and are located as indicated on the Drawings.

- k. That forms are properly located and adequately braced.

1.6 PROJECT CONDITIONS

- A. ACI Compliance: Cast-in-place concrete work shall conform to ACI 301 except as modified by these Specifications or the Drawings.
- B. Concrete Encasement of Pipes: Encase pipes under structures and buildings indicated by the Drawings to be encased in concrete for the full length of the pipe run under the structure.
- C. Equipment Bases: Construct reinforced concrete bases for equipment and piping under this contract at no increase in contract price.

1.7 SEQUENCING

- A. Where other construction work is relative to concrete pours, or must be supported by or embedded in concrete, those performing such related work must be given five days' notice to introduce or furnish embedded items before concrete is placed.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Cement:
 - 1. Domestic Portland cement shall satisfy the requirements of ASTM C 150 Type I, Type II or Type III. Construct sanitary sewer manholes, wet wells, pump stations and structures exposed to sewage with Type II cement. Use Type III cement for high early strength concrete only for special locations and only with the approval of the Engineer. Use Type I cement for all other concrete and tremie concrete.
 - 2. Use only one brand of cement in any individual structure unless otherwise approved by the Engineer. Do not use cement which has become damaged, partially set, lumpy or caked and discard the entire contents of the sack or container which contains such cement. Do not use salvaged or reclaimed cement.
- B. Course Aggregates:
 - 1. Aggregates shall be washed gravel or crushed stone consisting of hard, strong, durable and uncoated particles conforming to ASTM C 33. Coarse aggregates shall be size No. 67, ¾-inch to No. 4 or No. 57, 1-inch to No. 4 unless otherwise directed by the Engineer. Use size No. 8 for filling of cells of masonry units.

2. In addition to requirements of ASTM C 33, apply the following criteria for structures exposed to sewage:
 - a. Soft particles: Not more than 2.0 percent.
 - b. Chert as a soft impurity (defined in Table 3 of ASTM C 33): Not more than 1.0 percent.
 - c. Total of soft particles and chert as a soft impurity: not more than 2.0 percent.
 - d. Flat and elongated particles (long dimension more than 5 times short dimension): Not more than 15.0 percent.

C. Fine Aggregates

1. Fine aggregates shall be natural sand consisting of hard, strong, durable and uncoated particles. It shall be free from dust, mica, shale, alkali, organic matter, loam, soft or flaky particles.
2. Deleterious Substances – The fine aggregate shall contain not more than one percent (1%) by weight of clay lumps of more than three percent (3%) by weight of material removed by decantation.
3. Grading – Fine aggregate shall conform to the following requirements:

<u>TOTAL PASSING</u>		<u>PERCENT BY WEIGHT</u>
3/8"	Sieve	100
No. 4	Sieve	95 – 100
No. 8	Sieve	80 – 100
No. 16	Sieve	50 – 80
No. 30	Sieve	25 – 60
No. 50	Sieve	5 – 30
No. 100	Sieve	0 - 10

4. Tests – Fine aggregate shall be subjected to the Colorimetric test for organic impurities and if it produced a color darker than the standard, it shall be rejected. It shall conform in all other respects to ASTM C 33.

- D. Water: Potable quality, clean and free from injurious amounts of deleterious materials. Water shall not contain more than 1,000 parts per million (ppm) of chlorides calculated as Cl, nor more than 1,000 milligrams per liter of sulfates as calculated as SO₄.

- E. Air Entraining Admixture: Shall conform to ASTM C 260. The concrete mixture shall contain not less than 4% or more than 6% air by volume.
- F. Water Reducing and Retarding Admixture.

1. Concrete Without Superplasticizer:

- a. Water Reducing Admixtures: Shall conform to ASTM C494 Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, or approved equal and containing no calcium chloride.
- b. Water Reducing and Retarding Admixtures: Shall conform to ASTM C494 Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation or approved equal and containing no calcium chloride.
- c. Accelerating Admixtures: Shall conform to ASTM C494 Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace or approved equal and containing no calcium chloride.

2. Concrete With Superplasticizer:

- a. Water Reducing, High Range Admixtures: Shall conform to ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second-generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rheoplastic state in excess of two hours if necessary.
- b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind, or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. The use of calcium chloride as an admixture is prohibited.

-
- G. Curing Compound: Shall conform to ASTM C 309, Type I and Type ID, Class A and Class B, containing no ingredient which would adversely affect the bond of coatings or toppings.
1. For exposed concrete not to receive special finishes, protective coatings and/or concrete toppings, provide curing and sealing compound equal to Super Rez-Seal, by Euclid Chemical Co., or Burke Spartan-Cote Cure-Seal Hardener by The Burke Company.
 2. For exposed concrete to receive special finishes, protective coatings and/or concrete toppings, provide curing compound equal to Kurez-DR, by Euclid Chemical Co., or Burke Rez-X Curing Compound by The Burke Company.
 3. For potable water structures, compound must be non-toxic NSF approved.
- H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one part cement to two and one-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.
- I. Burlap Mats: Conform to AASHTO Specification M182.
- J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concsive 1001-LPL, or equal.
- K. Powdered Epoxy Coating For Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349, or equal.

2.2 MIXES

- A. General Requirements:
1. Concrete shall be composed of cement, admixtures, fine aggregate, coarse aggregate and water proportioned and mixed to produce a plastic workable mix in accordance with the requirements of this Specification and shall be suitable for the specific conditions of placement.
 2. The Mix Design: Shall conform to ACI 318, Section 5.3. Submit data on consecutive tests and standard deviation. All materials shall be measured by weight, except for water, which may be measured by volume.
 3. Maximum Water-Cement Ratio:

 .37 (lbs/lb) - Concrete with superplasticizer
 .45 (lbs/lb) - Class A concrete without superplasticizer

.55 (lbs/lb) - Class B concrete without superplasticizer

4. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).
5. Slump (shall match submitted mix design):

4-inches plus or minus 1-inch for Class A and B without superplasticizer.
7-inches plus or minus 1-inch for Class A and B with superplasticizer
8-inches plus or minus 1-inch for tremie concrete.
6. Minimum Compressive Strength at 28 days:
Tremie, 4000psi
Class AA, 4000 psi: reinforced concrete work including structural footings,
slabs, walls, slabs on grade, etc.
Class A, 3500 psi: curbs and sidewalks, blocking, pipe encasement, concrete
backfill and sub-foundations
Class B, 3000 psi: around fence posts

All concrete shall be Class AA unless otherwise noted on the Drawings.

B. Production of Concrete:

1. General: Use ready mixed concrete, batched, mixed and transported in accordance with ASTM C 94, unless otherwise indicated.
2. Air Entraining Admixture: Add admixture into the mixture as a solution measured by means of an approved mechanical dispensing device, and as part of the total mixing water.
3. Water Reducing and Retarding Admixture: Measure and add water reducing and retarding admixture as recommended by the manufacturer. Complete the addition of the admixture within one minute after addition of water to the cement has been completed, or prior to the beginning of the last three-quarters of the required mixing, whichever occurs first. Store, handle and batch admixtures in accordance with the recommendations of ACI 68.

- C. Delivery Tickets: Conform to ASTM C94, including cement content and water/cement ratio. Furnish ticket for each batch of ready-mixed concrete delivered to the site.
- D. Temperatures: Deliver concrete to site at temperature not higher than 90°F, otherwise, add ice to reduce the temperature, as recommended by ACI.
- E. Modifications To The Mix: Do not make modifications to the mix in the plant or on the job which will decrease the cement content or increase the water-cement ratio

beyond that specified.

- F. Pumped Concrete: Pumped concrete is allowed for this project, and may be necessary in some cases where concrete is heavily reinforced or inaccessible. If a special design mix for pumped concrete is required, it shall be submitted to the Engineer for approval.

2.3 EPOXY ADHESIVE

- A. Epoxy Adhesive (for grouting dowels): A high-modulus, moisture insensitive epoxy adhesive of thick (Gel) consistency having the following properties:
 - 1. Compressive Properties, ASTM D695.
 - a. Compressive Strength: 10,000 psi. min. at 28 days.
 - 2. Tensile Properties, ASTM D638
 - a. Tensile Strength: 3,000 psi. min. at 14 days.
 - 3. Bond Strength, ASTM C882, hardened concrete to hardened concrete:
 - a. 14-day, moist cure: 2,000 psi. min
 - 4. Mixed epoxy resin adhesive shall conform to ASTM C881, Type 1, Grade 3, Class B and C.
 - 5. Acceptable Manufacturers:
 - a. Sika Corporation; Sikadur 31 Hi-Mod Gel.
 - b. Euclid Chemical Company, Euco Epoxy #452 Gel or #620 Gel.
 - c. Or Approved Equal.

PART 3. EXECUTION

3.1 PREPARATION

- A. Preparations before Placing: Place no concrete until the approval of the Engineer has been received. Ensure that forms are thoroughly clean and reinforcing and all other items required to be set in concrete have been placed and thoroughly secured. Notify Engineer 24 hours before concrete is placed. Verify requirements for concrete cover over reinforcement.
- B. Special Measures shall be taken in both severe cold and hot weather and shall be in accordance with ACI Recommended Practice (ACI 605 and ACI 613).
- C. Conveying:
 - 1. General: Transport concrete from the truck to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of

ingredients to maintain the quality of the concrete. No concrete will be accepted which has been in the mixer truck more than 90 minutes after the water has been added.

2. Buckets and Hoppers: Provide buckets and hoppers having discharge gates with a clear opening equal to no less than one-third of the maximum interior horizontal area or five times the maximum aggregate size being used, and having side slopes no less than 60 degrees. Provide controls on gates to permit opening and closing during the discharge cycle.
3. Runways: Provide runways as specified in Section 03100. Use extreme care to avoid displacement of reinforcement during the placing of concrete.
4. Elephant Trunks: Use hoppers and elephant trunks to prevent the free fall of concrete for more than 6-feet.
5. Chutes: Provide metal or metal lined chutes having a slope not exceeding one vertical to two horizontal and not less than one vertical to three horizontal. Use chutes more than 20-feet long and chutes not meeting the slope requirements only if they discharge into a hopper before distribution.
6. Pumping Equipment: If required, provide pumping equipment and procedures conforming to ACI 304.2R, placing Concrete by pumping Methods. Measure slump at the point of discharge. Do not allow loss of slump in pumping to exceed 1 ½-inches.
7. Conveying Equipment Construction: Do not use aluminum or aluminum alloy pipe for tremies or pump lines and chutes, except for short lengths at the truck mixer.
8. Cleaning: Clean conveying equipment at the end of each concrete operation. Waste concrete shall be deposited and mix trucks washed out only in areas designated by the Owner or the Engineer.

3.2 MIXING

- A. Concrete shall be ready-mixed or transit-mixed, as produced by equipment acceptable to the Engineer. No hand mixing will be permitted. Adding water in controlled amounts during the mixing cycle shall be done only with the express approval of the Engineer.
- B. Ready-mix or transit-mixed concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of rated capacities for the respective conditions as stated on the nameplate. Discharge at the site shall be within 1-1/2 hours and within one hour when ambient temperature is above 85-degree F after

cement was first introduced into the mix. If the time elapsed between the time stamped on the load/batch ticket and discharge of the concrete from the truck exceeds this time, the truck and its contents shall be rejected and removed from the jobsite. The contents from the truck shall be removed offsite at no cost to the Owner prior to batching another load in this truck. Central mixed concrete shall be plant-mixed a minimum of 1-1/2 minutes per batch and then shall be truck-mixed or agitated a minimum of 8 minutes. Agitation shall begin immediately after the pre-mixed concrete is placed in the truck and shall continue without interruption until discharge. Transit-mixed concrete shall be mixed at mixing speed for at least 10 minutes immediately after charging the truck, following by agitation without interruption until discharged.

- C. All central plant and rolling stock equipment and methods shall conform to ACI 304, ASTM C 94, and the latest Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers' Bureau of the National Ready-Mixed Concrete Association.
- D. The retempering of concrete or mortar which has partially hardened, that is, mixing with or without additional cement, aggregate, or water, will not be permitted.
- E. Attention is called to the importance of dispatching trucks from the batching plant so that they shall arrive at the site of the work just before the concrete is required, thus avoiding excessive mixing of concrete while waiting or delays in placing successive layers of concrete in the forms.
- F. Deliver to the Engineer at the time of each truckload transported to the site a mix ticket, showing at least the following: concrete plant identification, date, quantity of ingredients (including water) added at the batch plant, time of charge, and truck number.

3.3 INSPECTION AND CONTROL

- A. The preparation of forms, placing of reinforcing steel, conduits, pipes, and sleeves, batching, mixing, transportation, placing, curing, and testing of concrete shall be at all times subject to the observations of the Engineer.
- B. An accredited testing laboratory approved by the Engineer shall be engaged in accordance with Section 01410 to establish the basic mixtures of concrete as required by the specifications, to test field control cylinder specimens, and to conduct other tests as specified herein or as deemed required by the Engineer to insure the quality of concrete as specified. All tests shall be performed in accordance with the applicable ASTM standard methods and the Contractor shall coordinate all testing by the testing laboratory.

3.4 APPLICATION

A. Placing:

1. The Contractor shall notify the Engineer and testing laboratory a minimum of 24 hours prior to commencement of operations.
2. General: Deposit concrete in accordance with ACI 318 continuously, or in layers of such thickness (not exceeding 2-feet in depth) that no concrete will be deposited on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness ("cold joints"). Repair any such seams or planes of weakness with injected epoxy grout and patch to match adjacent surfaces. Do not allow concrete to flow laterally more than three (3) feet. Place concrete at such a rate that concrete which is being integrated with fresh concrete is still plastic.
3. Supported Elements: Allow at least three (3) days to elapse after depositing concrete in columns or walls before depositing in beams, girders, or slabs supported thereon.
4. Segregation: Deposit concrete as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject the concrete to procedures which cause segregation. The maximum distance between the end of the concrete truck hopper, chute, tremie, pump hose, etc., shall not exceed five (5) feet above fresh concrete. If concrete must be dropped more than five (5) vertical feet, it shall be deposited through a tremie.
5. Concrete Under Water: Place all concrete in the dry except for Tremie concrete. Do not place concrete in forms containing standing water.
6. Cold Weather Placing: Comply with ACI 306 to protect all concrete from physical damage and reduced strength which would be caused by frost, freezing actions, or low temperatures. Concrete shall not be placed when atmospheric temperature is below 35° F or temperature of the concrete is below 55° F. Do not place concrete in forms containing frozen surfaces or around embedded items which have a surface temperature below freezing. If after placing the concrete, the atmospheric temperature drops low than 35°F, the Contractor shall enclose, heat or provide other adequate means for maintaining concrete temperature of not less than 45° F for a period of six (6) days after concrete is placed. The contractor shall assume all risks connected with placing concrete in cold weather and any unsatisfactory work will be rejected and replaced at no cost to the Owner. Recording thermometers shall be supplied by the Contractor as required by the Engineer.
7. Hot Weather Placing: When the ambient air temperature is 90°F or above, special precautions shall be taken during mixing, placing and curing. The

Contractor shall maintain the concrete temperature at time of placement below 90°F. Use chilled mixing water or chopped ice to control concrete temperature, provided the water equivalent of the ice is calculated to the total amount of water. At times when the ambient air temperature exceeds 90°F, the Engineer may require placement of the concrete be at night or during early morning hours. Cover reinforcing steel with water-soaked burlap or spray with fog nozzles if the steel becomes too hot. Steel temperature shall not exceed 90°F immediately prior to placement of concrete.

Attention will be given to coordinating the dispatching of trucks with the rate of placement to avoid delivery delays. Addition of water is allowed upon truck arrival at the job site to achieve the specified slump, but the amount of water shall not exceed that shown on the batch ticket.

B. Consolidating Concrete:

1. General: Consolidate concrete by means of internal vibrators operated by competent workmen to eliminate all air or stone pockets and other causes of honeycombing, pitting or planes of weakness.
2. Vibrators: Use vibrators having a minimum head diameter of at least 2-inches, a minimum centrifugal force of 700-pounds and a minimum frequency of 8,000 vibrations per second.
3. Vibrators for Confined Areas: In confined areas, use additional vibrators having a minimum head diameter of 1 ½-inches, a minimum centrifugal force of 300-pounds and a minimum frequency of 9,000 vibrations per second.
4. Spare Vibrator: Keep one spare vibrator for each three in use on the site during all concrete placing operations.
5. Use of Vibrators: Insert and withdraw vibrators at points approximately 18-inches apart. At each insertion operate vibrator for 5 to 15 seconds. Do not leave vibrators in one spot long enough to cause segregation. If segregation occurs, remove that concrete. Do not transport concrete in the forms or in slabs by means of vibrators.

C. Protection: Do not allow rainwater to increase the mixing water or to damage the surface finish. Protect concrete from construction overloads and do not apply design loads until the specified strength has been attained.

D. Construction Joints: Except as otherwise indicated on the Drawings, provide horizontal construction joints at top of foundation members and slabs on grade and at the soffit of supported slabs and beams. Locate other horizontal and vertical construction joints as indicated on the Drawings. Except in the locations shown,

provide no other joints, unless otherwise recommended by the Contractor and approved by the Engineer.

- E. Expansion and Contraction Joints: Install where shown on the Drawings. Do not extend reinforcing or embedded metal items through expansion and construction joints except where indicated otherwise on the Drawings. Saw cutting contraction joints will not be permitted.
- F. Bonding to Recently Set Concrete: Before depositing new concrete on or against concrete that has recently set, thoroughly clean the surfaces of the set concrete of all grease, oil, dust and loose particles to expose the coarse aggregate and to ensure they are free of laitance, coatings, foreign matter. Retighten forms. Dampen, but do not saturate hardened concrete of joints and then thoroughly cover with a coat of cement grout of similar proportions to the mortar in the concrete. Place the grout as thick as possible on vertical surfaces and at least ½-inch thick on horizontal surfaces. Place the fresh concrete before the grout has attained its initial set.
- G. Bonding To Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.
- H. Embedded Items: In addition to steel reinforcement, securely place pipes, inserts and other metal objects as shown, specified or ordered to be built into, set in or attached to the concrete. In slabs, piping shall be placed between the top and bottom reinforcement. Take all necessary precautions to prevent these objects from being displaced, broken or deformed. Before concrete is placed, take care to determine that all embedded parts are firmly and securely fastened in place as indicated. Conduits, pipes and other accessories shall not impair the strength of the concrete and shall not have less than 1½ inches of cover. Thoroughly clean surfaces free from paint and other coating, rust, scale, oil, and any foreign matter. Pressure test embedded pipes for leakage, as specified elsewhere, before concrete is placed. Wrap metal rainwater leaders, firelines and other such piping with at least two thicknesses of 30 lb. roofing felt before placing concrete. Do not embed wood in concrete. Pack concrete tightly around pipes and other metal work to prevent leakage and to secure perfect adhesion. Adequately protect drains from intrusion of concrete. Conduits, pipes and inserts made of aluminum shall be effectively coated or covered to prevent aluminum – concrete reaction or electrolytic reaction between aluminum and steel.
- I. Anchoring Reinforcement Dowels Into Existing Concrete
 - 1. Drill holes for each dowel to the size and depth indicated on the Drawings with carbide tip bit or star bit. Core drilling will not be permitted. Do not

drill into or cut or otherwise damage existing reinforcement bars. If existing reinforcement bars are encountered during the drilling operation, relocate the hole to clear the existing reinforcement as directed by the Engineer.

2. Blow clean each finished hole with an oil free air jet and then flush with a jet of clean water.
3. Immediately prior to the grouting operation, remove all water from the hole and from the walls of the hole.
4. Mix and place the epoxy adhesive completely around the dowel bar in strict accordance with the manufacturer's recommendations, with particular attention given to manufacturer's specified time limit within which the material must be placed after mixing. Do not retemper grout that has begun to stiffen; discard such grout.

3.5 FORM REMOVAL

- A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: time periods in the table include all days except those in which the temperature falls below 40 degrees F.

Structural Member or Condition	Normal Strength Concrete	Normal High-Early Strength Concrete	Minimum Compressive Strength for Form Removal (% Design Strength)
Cantilevers	12 days	7 days	90
Over 20 feet between supports	12 days	7 days	90
Stairways	10 days	5 days	80
Floor slabs	5 days	3 days	70
Free standing walls, column and piers	5 days	3 days	70
Walls, piers, columns, sides of beams, footings, slabs on grade, and vertical surfaces	24-48 hours	12-24 hours	70
Front face form of curbs	6-24 hours	6 hours	70

3.6 CONCRETE FINISHING

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6-inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.
2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.
3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.
4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.
5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with ACI 301 and the following schedule:

<u>Finish Designation</u>	<u>Area Applied</u>
F-1	Exterior walls below grade not exposed to water or view: Repair defective concrete, fill depressions deeper than ½-inch, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions ¼-inch or deeper, and fill tie holes. Interior walls of basins shall be rubbed smooth as described in F-3 to a level not less than 12-inches below normal water level.
F-3	Walls of structures exposed to view and underside of formed floors or slabs:

In addition to Finish F-2, fill depressions and airholes with mortar. Dampen surfaces and then spread a slurry consisting of one-part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap. Walls shall be finished to levels not shallower than 12-inches below finished grade levels. The Contractor, at his option, may provide a smooth-rubbed finish to newly hardened concrete no later than 1 day following formwork removal using a medium coarse carborundum stone or similar abrasive until a uniform color and texture are produced.

- F-4 Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces. Rub smooth.

2. Slab Surfaces:

- a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish sloped to provide quick, positive drainage and to avoid puddles and low spots. Unless otherwise noted, set floor drains ½-inch below the normal floor elevation and slope the floor toward the drain, slope all surfaces exposed to weather ¼-inch per foot for drainage unless noted otherwise on Drawings. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

<u>Finish Designation</u>	<u>Area Applied</u>
S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors, sidewalks, exterior ramps and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.
S-4	Slabs and floors at slopes greater than 10%: Steel trowel finish without local depressions or

high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.

S-5

Exposed edges of slabs, floors and tops of walls: Finish with a 1/4-inch radius edge if a chamfer is not indicated.

- b. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the plainness of the slab with a 10-foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.
- c. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.
- d. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch to 10 feet as determined by a 10-foot straightedge placed anywhere on the slab in any direction.
- e. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 28 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip-resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendation of the product manufacturer.
- f. Saw Cut Joints: cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

3. Special Finishes

- a. Weirs and Overflow Surfaces: Provide "hard steel trowel" finish to surfaces to produce a hard, dense, smooth, surface free of irregularities. Obtain finish by troweling a regular steel trowel finish after the surface

has nearly hardened. The hard surface will have a somewhat glossy appearance. The elevation of the weir crest shall be constant along its entire length.

- b. Flumes and Troughs: Provide a “hard steel trowel” finish to the top of bottom slab. Use “plywood” formed finish on side walls, and an “ordinary wall” finish on overhead surfaces. Provide a “rubbed” finish on all surfaces which will not be in contact with water.
- c. Deck Finish: Power or single hand troweling of slab surface followed by a light hair broom drawn across the slab to produce fine shallow scored texture.
- d. Architectural finishes. Special finishes such as Vinyl Asbestos Tile, Quarry tile, Ceramic Tile, or other, when used, shall be as specified herein or on the Drawings.

3.7 PROTECTING

A. Curing:

- 1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer’s recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.
- 2. Do not apply curing compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.
- 3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft. per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by master Builders. Furnish manufacturer’s certification as required.
- 4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

- B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.
1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of 7 days for normal Portland cement or 4 days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured 4 days.
 2. Continuous Fogging: Perform continuous fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by the water.
 3. Covering With Waterproof Sheet: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover with waterproofing curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.
- C. Hot Weather Curing: Curing for hot weather concreting shall be limited to moist curing methods. All exposed concrete and all forms shall be covered with burlap or carpet mats, wetted before placing, and overlapped at least 6 inches. Fog sprays shall be used during finishing operations and until the burlap or carpet mats are placed. Protective mats shall remain in place in a wet condition for 7 days. Protective mats shall remain in place for an additional 3 days without the application of water to permit gradual drying of the concrete surfaces. Forms may be removed after 3 days of moist curing provided that protective mats, in a wet condition, are replaced so as to cover all exposed concrete.

3.8 TESTING

- A. Provide testing in accordance with Section 01410. All sampling and testing services shall be performed by a testing agency which operates in accordance to ASTM D3740 and E329, latest revision, and accepted by the Engineer. The cost for testing services shall be paid in accordance with Section 01410. The Contractor shall keep the testing agency or laboratory informed of concrete placing and testing schedule and arrange all testing services.

- B. The Contractor shall submit to the Engineer, for review, the concrete materials and the concrete mix designs for each class of concrete proposed for use. This submittal shall include the results of all testing performed to qualify the materials and establish the mix designs. All mix designs shall be proportioned in accordance with ACI 301, Method 1 (trial batches) or Method 2 (field experience). The average strength used as the basis for selecting proportions shall be specified in ACI 301.

- C. Conformity of aggregates to these Specifications, and the actual proportions of cement, aggregates, and water necessary to produce concrete conforming to the requirements set forth herein, shall be determined by tests made with representative samples of the materials to be used on the work.

- D. Tests During Construction
 - 1. The testing laboratory shall conduct strength tests of the concrete during construction in accordance with ACI 301.

 - 2. A representative of an independent testing laboratory shall be on site to sample and make test cylinders for concrete, slump test, air entrainment and concrete temperature all of which shall be included on the report for the cylinder broken, along with the truck number and date of test. The truck and load number shall be used to coordinate the test cylinder with the load sampled. All sampling, sample preparation, and field testing shall be performed by an ACI certified Concrete Field Testing Technician.

 - 3. Concrete test cylinders for testing purposes shall be made in accordance with the procedure described in ASTM C 31, as amended to date. At least one strength test consisting of 4 test cylinders shall be made for each 50 cubic yards or fraction thereof, of each mix design of concrete placed in any one day. During cold weather concreting, one (1) additional test cylinder shall be taken and cured on the job site under the same conditions as the concrete it represents. When the total quantity of a given concrete mixture is less than 50 cubic yards, the strength test may be waived by the Engineer depending on the location and purpose of the concrete placement.

 - 4. Concrete test cylinders shall be collected and transported to the testing laboratory designated by the Owner for curing and testing in accordance with ASTM C 39 as amended to date. One (1) compression test shall be made at the

age of 7 days and two (2) compression tests shall be made at 28 days with one (1) cylinder held in reserve. Certified copies of the tests shall be provided to the Engineer and the Contractor.

5. When average ultimate 28-day strength of control cylinders in any set falls below the required ultimate strength or below proportional minimum 7-day strengths where proper relation between 7 and 28-day strengths have been established by tests, the proportions, water/cement ratio, or temperature conditions shall be changed to secure the required strength. Furthermore, if the evaluation of the compressive test indicate the concrete has failed to meet the specified strength, the Contractor shall obtain drilled core tests in accordance with ASTM C 42, as amended to date, of the in-place concrete. The location and number of such tests shall be at the Engineer's direction and tests shall be paid for by the Contractor. If the core tests fail to verify the strength specified, the engineer shall do one of the following:
 - a. Have the Contractor remove and reconstruct that portion of the structure found to be defective.
 - b. Accept the defective concrete work in place and issue a change order as set forth in the General Conditions for accepting defective Work.
6. If Contractor desires to strip forms early, additional cylinders shall be taken at the Contractors expense (not paid for by the Owner) to determine strength of concrete at the desired time of form removal.
7. Slump tests shall be conducted regularly during construction in accordance with ACI 301 using the procedure described in ASTM C143, as amended to date. Slump tests shall be made for the first batch of concrete each day, whenever consistency of concrete appears to vary, as determined by the Engineer, and whenever strength-test cylinders are made at the jobsite. Failure to meet specified slump requirements will be sufficient cause for rejection of that batch.
8. The air content of the concrete sample for each set of test cylinders shall be determined in the field by the testing laboratory at the time of concrete deposit in accordance ACI 301 using the appropriate pressure, gravimetric or volumetric method accordance with in ASTM C 231, C 138, or C 173, respectively, as amended to date. Additional tests will be performed as necessary.
9. The temperature of the concrete sample for each strength test shall be determined in accordance ACI 301 using appropriate procedures in ASTM C 1064 as amended to date. The concrete temperature shall be measured and recorded hourly during hot and cold weather conditions.

10. Results of all tests shall be submitted to the Engineer, with copies to the Contractor. The test reports shall include the exact location in the work at which the batch represented by a test was deposited.
 11. Evaluation of test results and acceptance of concrete shall be in accordance with ACI 301.
 12. The Contractor shall cooperate in the making of such tests to the extent of allowing free access to the work for the selection of samples, providing heated (when required) moist storage facilities for specimens, affording protection to the specimens against injury or loss through his operations, and furnishing material and labor required for the purpose of taking concrete cylinder samples, curing boxes, and shipping boxes.
- E. Evaluation and Acceptance of Concrete: Evaluation and acceptance of concrete will be in accordance with ACI-318. Chapter 5.
- F. When high-early-strength Portland cement is pre-milled, the same strength requirements shall apply except that the indicated strengths shall be attained at seven (7) days instead of twenty-eight (28) days.
- G. If, during the progress of the work, it is impossible to secure concrete of the required workability and strength with the materials being furnished, the Engineer may order such changes in proportions or materials, or both, as may be necessary to secure the desired properties. All changes so ordered shall be made at the Contractor's expense.
- H. Under special circumstances, the Engineer may allow minor deviations from the material requirements specified, provided the resulting concrete quality is not adversely affected or provided a suitable adjustment in cement content is made to compensate for such deviations without cost to the Owner.

3.9 WATERTIGHTNESS AND LEAKAGE TESTING

- A. All structures for holding or transporting water or pits below grade shall be watertight. Where the order of work requires "Cold" joints (slab/wall intersections, etc.), an approved, rigid waterstop as specified in Section 03150 shall be furnished and installed securely to the formwork and remain imbedded in the concrete to form a watertight joint with the adjacent concrete placement.
- B. Hydrostatic tightness testing shall be conducted by the Contractor for all open or covered water containing structures in conformance with the recommendations in the latest edition of ACI 350.1. The test shall be done in two Parts – Part 1 will be a visual observation of leaks in the tank exterior and Part 2 will be a quantitative test of measurable loss. The initial filling of the new containment structure shall not

exceed 4 ft. / hour and filling shall continue until the water surface is at the design maximum liquid level or 1 inch below any fixed overflow level. Unlined concrete structures shall be kept full for at least 3-days before Part 2 of the hydrostatic test is begun. Part 1: In the early morning and late afternoon during the 3-day period the exterior tank surfaces of the containment structure should be observed. If any water is observed on the containment structure exterior surfaces, including joints, repaired honeycomb areas and cracks where moisture can be picked up on a dry hand, the containment structure shall be considered to have failed Part 1. Wet areas on top of the wall footing shall not be cause to fail unless water can be observed to be flowing. Part 2: This part of the hydrostatic test should not be scheduled when the weather forecast is for a temperature difference of more than 35°F between the initial and final level measurements of the water surface and the test should not be scheduled during periods of freezing. The vertical distance to the water surface in the tank should be measured within 1/16 inch from a fixed point on the containment structure above the water surface. Measurements should be taken every 24-hours from the same location at the same time each day. The test period shall be at least the theoretical time required to lower the water surface 3/8-inch assuming a loss of water at 0.05% of the water volume per 24-hour period. The test period shall not be longer than five (5) days. The allowable loss of water for tightness tests shall not exceed 0.050% of the test water volume in 24-hours. During the test period, the temperature of the water shall be measured every 24-hours at depths of 18-inches below the water surface at the start and end of the test. Volume corrections for temperature difference will be included. The Contractor shall furnish the necessary equipment, tools, etc. to measure temperature, rainfall and evaporation. If the adjusted measured loss exceeds the required criterion, the containment structure shall be considered to have failed Part 2. During Part 2 of the test, if d flow or seepage of water from the exterior surface, including from cracks and joints, is observed, these test will be considered as a failed test. If the containment structure fails Part 1 or Part 2, the Contractor shall drain the basin and repair as necessary, and then retest. See ACI 350.1 for additional information.

3.10 DAMAGE TO THE WORK

- A. The requirements of these Specifications are to be considered the minimum with respect to strength, placement, finishing and curing. The Contractor shall extend the requirements of the Specifications as necessary to provide finished work free of defects, honeycombs, porous areas and open or porous joints. Defective work, including low strength, cracked concrete, surface irregularities, exceeding of tolerances, or any other defects which are caused by the Contractor's operations or construction methods shall be removed and replaced at no additional cost to the Owner.
- B. Where the honeycomb or voids are not excessive and repairs are authorized by the Engineer, chip out the defective areas in a square shape to sound solid concrete with a depth no less than 2 inches. Make edges of cuts perpendicular to concrete surface or slightly undercut to provide a key at the edge of the patch. Before placing cement

mortar, thoroughly clean, dampen and brush coat area to be patched with neat cement grout. Other patching materials may be used if accepted by Engineer in writing prior to start of repair work. The patch should be kept damp for seven days at temperature above 50 degrees F.

3.11 CLEANING

- A. Upon completion of the work, all forms equipment, protective coverings, rubbish, etc. resulting from construction shall be removed from the jobsite and finished concrete surfaces shall be left clean to the satisfaction of the Engineer.

END OF SECTION

BID FORM

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BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF STOCKBRIDGE
MR. BRAD HOLTSINGER
4640 NORTH HENRY BLVD.
STOCKBRIDGE, GA 30281

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>One (1)</u>	<u>08.16.21</u>
<u>Two (2)</u>	<u>08.16.21</u>
<u>Three (3)</u>	<u>09.14.21</u>
<u>Four (4)</u>	<u>09.29.21</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have

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been identified in ~~SC 4.02 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions* and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in ~~SC 4.06 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions*.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. *Bidder will submit written evidence of its authority to do business in the State where the Project is located no later than the date of its execution of the Agreement.*

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for

the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 The Contractor is directed to Section 01025 – Measurement & Payment for methods and limits for payments to the Contractor for the pay items listed below:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price Proposed</u>	<u>Total for Item</u>
1.			ROCK EXCAVATION & REMOVAL		
a.	30	CY	Rock Excavation/Removal	\$75.00	\$2,250.00
2.			SOIL EROSION AND SEDIMENT CONTROL		
a.	480	LF	Sd1-S, Silt Fence – Sensitive	\$5.00	\$2,400.00
			Sd2-P – Inlet Sediment Trap, Pigs in		
b.	13	EA	Blanket	\$400.00	\$5,200.00
c.	2	EA	Construction Exit	\$2,000.00	\$4,000.00
d.	80	LF	Cd-Fs, Check Dam - Filter Sock	\$20.00	\$1,600.00
e.	4	EA	Cd-S, Check Dam - Stone	\$500.00	\$2,000.00
f.	320	LF	Permanent Grassing	\$8.00	\$2,560.00
3.			SANITARY SEWERAGE COLLECTION SYSTEM		
a.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' – 6.1' Cut	\$210.00	\$21,000.00
b.	135	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 6.1' – 8.0' Cut	\$220.00	\$29,700.00
c.	130	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 8.1' – 10.0' Cut	\$230.00	\$29,900.00

City of Stockbridge
Burke Street Sewer Rehabilitation

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SECTION 00400-5
BID FORM

d.	145	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 10.1' – 12.0' Cut	<u>\$240.00</u>	<u>\$34,800.00</u>
e.	105	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 12.1' – 14.0' Cut	<u>\$260.00</u>	<u>\$27,300.00</u>
f.	80	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 14.1' – 16.0' Cut	<u>\$280.00</u>	<u>\$22,400.00</u>
g.	55	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 16.1' – 18.0' Cut	<u>\$290.00</u>	<u>\$15,950.00</u>
h.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 18.1' – 20.0' Cut	<u>\$310.00</u>	<u>\$31,000.00</u>
i.	370	LF	8" Dia. P401 DIP Sanitary Sewer Construction 0.0' – 6.0' Cut	<u>\$250.00</u>	<u>\$92,500.00</u>
j.	40	LF	8" Dia. P401 DIP Sanitary Sewer Construction 6.1' – 8.0' Cut	<u>\$260.00</u>	<u>\$10,400.00</u>
k.	295	LF	8" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' – 6.0' Cut	<u>\$200.00</u>	<u>\$59,000.00</u>
l.	130	LF	10" SDR 26 FPVC	<u>\$250.00</u>	<u>\$32,500.00</u>
m.	860	LF	8" Cured-in-Place Pipe	<u>\$100.00</u>	<u>\$86,000.00</u>
n.	60	LF	8" P401 DIP Force Main	<u>\$250.00</u>	<u>\$15,000.00</u>
o.	100	LF	Jack & Bore 16" Dia. Steel Casing, 0.250" WT (carrier pipe paid under separate item)	<u>\$800.00</u>	<u>\$80,000.00</u>
p.	3	EA	Standard 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' – 6.0' depth	<u>\$5,000.00</u>	<u>\$15,000.00</u>
q.	2	EA	Doghouse 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' – 6.0' depth	<u>\$6,000.00</u>	<u>\$12,000.00</u>
r.	50	VF	Manhole Additional Vertical Feet	<u>\$400.00</u>	<u>\$20,000.00</u>
s.	185	VF	Manhole Rehabilitation	<u>\$600.00</u>	<u>\$111,000.00</u>
t.	4	EA	Sewer Spot Repair	<u>\$15,000.00</u>	<u>\$60,000.00</u>
u.	7	EA	Cut & Plug Sewer Main	<u>\$1,500.00</u>	<u>\$10,500.00</u>
v.	1	EA	Grout Existing Pipe in Structure	<u>\$5,000.00</u>	<u>\$5,000.00</u>
w.	1	EA	Adjust Manhole Invert	<u>\$4,000.00</u>	<u>\$4,000.00</u>
x.	3	EA	Manhole Frame Grade Adjustment	<u>\$1,500.00</u>	<u>\$4,500.00</u>
y.	1	EA	Abandon Manhole	<u>\$1,200.00</u>	<u>\$1,200.00</u>
z.	3	CY	Flowable Fill	<u>\$4,000.00</u>	<u>\$12,000.00</u>
aa.	1	LS	Aerial Sewer Creek Crossing	<u>\$25,000.00</u>	<u>\$25,000.00</u>
bb.	1	LS	Demolish Aerial Sewer	<u>\$10,000.00</u>	<u>\$10,000.00</u>
cc.	40	LF	8" Polyethylene Wrap	<u>\$70.00</u>	<u>\$800.00</u>

City of Stockbridge
Burke Street Sewer Rehabilitation

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4.	PAVING				
a.	1275	LF	Asphalt Road Repair/Replacement	<u>\$140.00</u>	<u>\$178,500.00</u>
b.	85	LF	24" Curb & Gutter	<u>\$100.00</u>	<u>\$8,500.00</u>
c.	50	SY	Concrete Sidewalk	<u>\$100.00</u>	<u>\$5,000.00</u>
5..	ALLOWANCES				
a.	Testing Allowance			<u>\$5,000</u>	<u>\$5,000</u>
b.	Supplemental Work Allowance			<u>\$15,000</u>	<u>\$15,000</u>

TOTAL BASE BID FOR ITEMS 1 – 5 INCLUSIVE, THE LUMP SUM AMOUNT OF:

One Million One Hundred Ten Thousand Four Hundred Sixty & 00/100 Dollars

Price in Words

\$1,110,460.00

Dollars and Cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be Substantially Complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A/ Required Bid security in the form of 10% of the Total Bid Price;
 - B/ List of Proposed Subcontractors (may be submitted within 5 days of Bid Opening);
 - C/ List of Proposed Suppliers (may be submitted within 5 days of Bid Opening);
 - D/ List of Project References;
 - E/ Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F/ Utility Contractor License of Contractor performing the work or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

☒ Section 00470 - Qualification of Bidder

☒ Section 00481 - Noncollusion Affidavit of Prime Bidder

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Site Engineering Inc

State of Incorporation: GA

Type (General Business, Professional, Service, Limited Liability): General Business

By: Dwight A Voyles

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Dwight A Voyles

Title: Vice President

(CORPORATE SEAL)



City of Stockbridge
Burke Street Sewer Rehabilitation

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C & S Project No. S9100.035
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7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kristy Baldwin, certify that I am the secretary of the Corporation SITE ENGINEERING INC., named as Principal in the within bid; that Dwight A Voyles, who signed the said corporation; that I know his signature, and his signature thereto is genuine; and that said bid was duly signed, sealed, and attested to for and on behalf of said corporation by authority of this governing body.

Kristy Baldwin
Kristy Baldwin, Secretary

10.07.21

DATE



Attest Kristy Baldwin

Date of Qualification to do business in Georgia is 10 / 25 / 1983

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 7025 Best Friend Road

Atlanta, GA 30340

Phone No. 770-263-7234 Fax No. n/a

E-mail dwright@siteengineeringinc.com

SUBMITTED on October 7, 2021.

State Contractor License No. of Contractor performing the work. UC300075

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Site Engineering, Inc.
7025 Best Friend Road
Atlanta, GA 30340

SURETY (Name and Address of Principal Place of Business): Travelers Casualty and Surety Company of America
One Tower Square,
Hartford, CT 06183

OWNER (Name and Address):
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

BID
Bid Due Date: September 30, 2021
Description: Burke Street Sewer Rehabilitation

BOND
Bond Number: 99463-TRA-2021-024
Date (Not earlier than Bid due date): September 30, 2021
Penal sum Ten Percent of the Bid Amount \$ 10%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER Site Engineering, Inc. **SURETY** Travelers Casualty and Insurance Company of America
(Seal) (Seal)

Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: [Signature]
Signature
Dwight A Voyles
Print Name
Vice President
Title

By: [Signature]
Signature (Attach Power of Attorney)
Maria Concepcion
Print Name
Attorney-in-Fact
Title

Attest: [Signature]
Signature
Secretary
Title

Attest: [Signature]
Signature D-Ann Kleidosty
VP - Surety
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Maria Concepcion of Atlanta, Georgia, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



By: Robert L. Raney

Robert L. Raney, Senior Vice President

Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of September, 2021



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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

Project Name: Publix Distribution Interceptor Upsizing

Location: Gwinnett County, GA

Project Owner: Gwinnett County Department of Water Resources

Address: 684 Winder Hwy., Lawrenceville, GA 30045

Contact Person: Waymon Still, Construction Manager

Telephone #: 678-3764297

Email: waymon.still@gwinnettcountry.com

Prime Contractor: Site Engineering Inc.

Percent SEI forces: 90%

Subcontractors: Controlled Blasting, Professional Pipeline

Project Architect/Engineer: Prime Engineering

Address: 1888 Emory St. NW, Atlanta, GA 30318

Contact Person: Andy Seddon Contact's Telephone #: 404-425-7156

SEI Project Manager: Carter Hewitt

Superintendent: Demetrio Navarrete

Contract Bid Amount: \$2,215,427.00

Final Contract Amount: On Going

Contract Dates: Notice to Proceed: 04.26.2021

Final Completion Date: 05.26.2021

Completion Time: Established Days: 365 days

Actual Completion Days: 365

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Project Description: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Project consisting of upsizing 5,000 + lf of Gravity Sewer, rock excavation and blasting of abandon grout filled pipes, coordinating with CPC Personnel, and using a Timbermat bridge to move equipment over right of way, Traffic permitting done in house using Traffic Graphis software to develop detour routes for submission to county agencies, along with DOT Certified Flaggers.

Methods used for erosion, sediment, and pollution control: Standard E.C. Practices as per GA Soil & Water Conservation.

Description of
Sewer/Water
Pipelines:

Pipe Size: 30"	Pipe Type: HDPE	Pipe Length: 2200lf
Pipe Size: 24"	Pipe Type: PVC	Pipe Length: 2300lf
Pipe Size:	Pipe Type:	Pipe Length:
	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- (XX) Project along shoulder of at least 2 lane road and/or within right-of-way and/or at road intersection
- (XX) Rock excavation
- (XX) Coordination/work with other utilities
- (XX) Licensed utility contractor on project
- (XX) Restoration of landscaping
- (XX) Asphalt Paving



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

Project Name: City of Atlanta FC-4397, Sewer Rehabilitation, Group Two, Ph. One, Contract A-1
Location: Atlanta, GA
Project Owner: City of Atlanta, Department of Watershed Management
Address: 55 Trinity Avenue, Suite 5400, Atlanta, GA 30303
Contact Person: Daniel Iyekekpolor, Watershed Senior Manager Contact's Telephone #: 404-557- 0696
Fax: 404-658-7194 email: diyekekpolor@atlantaga.gov

Primary Contractor: Site Engineering, Inc
Percent SEI forces: 65%
Subcontractor: Imani Environmental Group, Inc.

Project Architect/Engineer: City of Atlanta Program Management Team
Address: 230 Peachtree St NE, Suite 500, Atlanta, GA 30303
Contact Person: Daniel Iyekekpolor Contact's Telephone #: 404-557-0696
Email: diyekekpolor@atlantaga.gov

SEI Project Manager: David Hess SEI Foreman: Raymond Morton

Contract Bid Amount: \$11,997,697.60 Final Contract Amount: \$11,997,697.60

Contract Dates: Notice to Proceed: 12/11/2008 Substantial Completion Date: 04/05/2013
Completion Time: Established Days: 480 Actual Completion Days: 480

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Project Description: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Sewer Rehab via open cut and pipe bursting, which included bypass to 6,500 gpm, Work located in residential neighborhoods throughout City of Atlanta. Sub-aqueous (creek crossing) installation of 60 lf of 24in DIP and 50 lf of 10in DIP. Emergency water line repairs due to utility conflict and/or improper locate. Striping; Crosswalks; Concrete; Paving, Same-Trench Replacement

Methods used for erosion, sediment, and pollution control: Standard E.C. Practices as per GA Soil & Water Conservation Best Management Practices.

Description of
Sewer/Water Pipelines:

Pipe Size: 8in	Pipe Type: DIP	Pipe Length: 15,999lf
Pipe Size: 10in	Pipe Type: DIP	Pipe Length: 3,029lf
Pipe Size: 16-20in	Pipe Type: DIP	Pipe Length: 654lf
Pipe Size: 24in	Pipe Type: DIP	Pipe Length: 640lf
Pipe Size: 21in	Pipe Type: HDPE	Pipe Length: 12,528lf
Pipe Size: 24in	Pipe Type: HDPE	Pipe Length: 3,886lf

Place XX by all that Apply:

- (XX) Project along shoulder of at least 2 lane road and/or within right-of-way and/or at road intersection
- (XX) Traffic diversion/maintenance
- (XX) Adjustment of manhole rings and covers
- (XX) Coordination/work with other utilities
- (XX) Restoration of landscaping and/or vegetation of disturbed site
- (XX) Crossing of streams or creeks



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

Project Name: 2019 Standby Misc. Construction – Wastewater System Services

Location: 19S-SE07; Work Order #338252 River Run Phase 2

Project Owner: Fulton County Department of Public Works

Address: 8100 Riverbirch Dr., Roswell, GA 30076

Contact Person: Steven Jackson Telephone: 404-612-0032

E-mail: steven.jackson@fultoncountyga.gov

Primary Contractor: Site Engineering Inc.

Percent SEI forces: 100%

Subcontractors: N/A

Project Architect/Engineer: Fulton County Department of Public Works

Address: 8100 Riverbirch Dr., Roswell, GA 30076

Contact Person: Steven Jackson Telephone: 404-612-0032

E-mail: steven.jackson@fultoncountyga.gov

SEI Project Manager: David Hess

SEI Project Superintendent: Gabriel Perez

Contract Bid Amount: \$798,840.00

Final Contract Amount: \$ 735,998.00

Contract Dates: Notice to Proceed: 10/01/2019

Completion Date: 12/06/2019

Completion Time: Established Days: 120

Actual Completion Days: 90

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO

If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Installation of 16-in DIP Gravity Sewer 0.0 – 12.0 Foot Depth; Precast Manhole 4' Precast – 6.1 – 12.0 Foot Depth; Abandon Existing Manhole; Reestablish Manhole Invert (7 ea.); Install New Manhole Boot w/new line (14 ea.); 16-in Manhole Connection (2 ea.); 24-in Steel Casing (60 lf); Construction Exits (2 ea.); Reinforced Silt Fence Type S; Eco Green Matting; Rip Rap w/Filler Fabric Underlay; Temporary Stream Crossing

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size	Pipe Type	Pipe Length
Pipe Size: 16-in	Pipe Type: DIP	Pipe Length: 1779 lf
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

(XX) Bypass pumping Size: 6 in

() Traffic diversion/maintenance

(XX) Installation and/or adjustment of manhole rings and covers

() Rock excavation

(XX) Restoration of landscaping and/or vegetation of disturbed site

(XX) Crossing of streams or creeks

QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Legal Name of Bidder. If the corporate name of Bidder has changed within the last 5 years, provide information on the previous name. Site Engineering Inc
2. Permanent main office address. Provide name, address and telephone number of Bidder's corporate office, regional office(s) and subsidiaries, if any. 7025 Best Friend Rd
Atlanta, GA 30340
3. Provide name, title and biographic summary of all corporate officers. SEE ATTACHED RESUMES
4. If a corporation, provide year of incorporation and where incorporated. 1984, GA
5. How many years have you been engaged in the contracting business under your present firm or trade name? 38 years
6. General character of work performed by your company. SEE CAPABILITY STATEMENT
7. Contracts on hand: (List all other projects currently under contract, the current contract amounts, scheduled completion dates and contact reference names for Owners on these jobs.)
8. The Bidder must demonstrate a history of completing projects consistently on time and within the bid amount. Provide a statement that the applicant has not been involved in liquidated damages in the past five years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, provide an explanation.
9. Has Bidder ever failed to complete any work awarded to you? Provide a statement that the applicant has never failed to complete a project. If this is not the case, explain where and why. N/A
10. The Bidder has a history of not being involved in litigation against Owners or Engineering Firms. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner or Engineering Firm in the past five years. If this is not the case, explain. N/A
11. The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased.
12. Experience in construction work similar in importance to this project.
13. The Bidder has available project management personnel with at least five-years experience on projects with the technical characteristics listed in paragraph 17 below to



7025

SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

PAXTON BILLINGSLEY, PE

President

Project Manager

Site Engineering, Inc. from August 2002 to Present

EDUCATION/CERTIFICATIONS:

Professional Engineer, State of Georgia
Bachelor of Science, Mechanical Engineering, 2002
Georgia Institute of Technology

TRAINING/CERTIFICATION

- OSHA 510
- Competent Person Certification - OSHA
- NPDES Level 1A
- CPR/1st Aid
- Utility Foreman
- Utility Manager

PUBLISHED PAPER

- Land and Water Urban Stream Restoration

EXPERIENCE WITH SITE ENGINEERING INC:

2006 to present: Senior Project Manager for Site Engineering, Inc.

- Contracting Self Perform
- Commercial General Contracting
- Engineering & Design
- Estimating

2012 to 2019: Safety Officer, Site Engineering, Inc.

2002 to 2006: Project Engineer, Site Engineering, Inc.

PROJECTS MANAGED

- | | |
|--|----------------|
| • City of Atlanta Annual Streambank Stabilization | \$1,777,050.50 |
| • Paces Valley Sewer Improvements & Stream Restoration | \$1,379,000.00 |
| • Fulton County Annual Wastewater System Services | \$6,395,963.95 |
| • Tennessee Street Water Main Replacement | \$2,934,230.00 |
| • Ronald Regan Park Streambank Stabilization | \$ 700,000.00 |



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

DWIGHT A. VOYLES

Vice President

Estimator

President from July 1, 2014 - July 1, 2019

Site Engineering, Inc. from September 1994 to Present

EDUCATION/CERTIFICATIONS:

Bachelor of Science in Agricultural Engineering 1985
University of Georgia

E.I.T. State of Georgia

Utility Manager – UM101753-GA

EXPERIENCE WITH SITE ENGINEERING INC:

Having joined SEI, as a Project Manager in September of 1994 and after successfully completing multiple projects, and showing exceptional leadership skills he was elected Vice-President in 1999, then in 2014 assumed the position of President. With over twenty two years experience within SEI, he is involved in every major project within the company from supervising and coordinating all work in progress with project management, including quality control, to supervising the estimating / bidding process.

PRIOR RELATED EXPERIENCE:

Campbell Decorating Company, Atlanta, GA, 1985-1994, Vice-President

Metro Environmental Associates, Atlanta, GA, 1985

Decatur Electric Company, Monticello, GA, 1983-1985

EXAMPLES OF PROJECTS MANAGED

North Oconee River Raw Water Intake

The University of Georgia SPA Center Relief Sewer - Athens, Georgia

MARTA Doraville Parking Lot Extension - Atlanta, Georgia

Brook Drive Channel Improvements - Fulton County, Georgia

Sanitary and Storm Sewer Improvements - College Park, Georgia



**SITE
ENGINEERING INC.**

EMPLOYEE RESUME

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J. DAVID HESS, PE

Project Manager

Vice-President

Site Engineering, Inc. from March, 1997 to Present

EDUCATION/CERTIFICATIONS:

Professional Engineer, State of Georgia 2004

Bachelor of Science in Environmental Engineering, with a specialty in Soil & Water
1995, Ohio State University

TRAINING/CERTIFICATION

- Competent Person Certification
- NPDES Level 1A
- Utility Foreman #UF204380

EXPERIENCE WITH SITE ENGINEERING INC:

Having joined SEI as an estimator in March 1997, he was promoted to Project Manager in July of 1998. In the ensuing years he has managed multi-million dollar projects for multiple governments and municipalities, such as GA DOT, Fulton County, Dekalb County, Gwinnett County, Rockdale County, City of Atlanta and City of Gainesville. Within his fourteen years with SEI, he has managed numerous projects with efficiency and expertise, meeting approved budgets and time frames. Assisting with Traffic Control on multiple projects and ensuring all certifications are current for SEI Flaggers. Elected Vice President January 2, 2007.

PROJECTS MANAGED

- | | |
|--|-----------------|
| • Contract A1, FC-4397-08, COA | \$11,426,000.00 |
| • COA Sewer Rehab. Contract C | \$ 4,847,439.00 |
| • COA Sewer Rehab & Pipe Bursting – PH II Contract D | \$ 3,341,581.00 |
| • Fulton County Annual Water Meter Installation
2005 - 2011 | \$ 3,409,420.00 |
| • Newton County Land Application Sprayfields 13 & 14 | \$ 2,500,000.00 |
| • Fulton County Annual Water Meter Installation
2013 - 2014 | \$ 3,409,420.00 |
| • Northwest Waterline & Sanitary Sewer Project, PH I | \$ 731,304.00 |



**SITE
ENGINEERING INC.**

EMPLOYEE RESUME

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

KRISTY BALDWIN

Financial Manager

Corporate Secretary

Site Engineering, Inc. from 2019 to Present

EDUCATION/CERTIFICATIONS

Master of Science in Financial management (2016)

Bachelor of Science in Business Administration

University of Maryland

EXPERIENCE WITH SITE ENGINEERING INC.

Responsible for negotiating, maintaining corporate policies and for oversight of financial operations including the following:

- Banking
- Bonding & Insurance
- Accounts Receivable & Payable
- Employee benefits
- Payroll
- Taxes



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

ELIZABETH BILLINGSLEY

Chief Financial Officer

Site Engineering, Inc. from 1984 to Present

Education

Master of Science (1983)

Georgia State University

► Graduated Summa Cum Laude

Experience

Co-Founder and Chief Financial Officer (1984 – present)

Site Engineering, Inc. (7025 Best Friend Road, Atlanta, GA 30340)

Responsible for negotiating, maintaining corporate policies and for oversight of financial operations and management of personnel, including the following:

- Banking
- Bonding & Insurance
- Public Relations / Information
- Accounting
- Employee benefits
- Safety programs
- Legal issues
- Equal employment opportunities.
- Payroll
- Accounting
- Records
- Files
- Bidding, Contact & Miscellaneous other paperwork

Site Engineering Inc. 7025 Best Friend Rd., Atlanta, GA 30340 http://siteengineeringinc.com/ Phone: 770-263-7234	CAPABILITY STATEMENT
--	-----------------------------

Core Competencies Site Engineering Inc. has a well-educated and trained team of employees that work together to accomplish effective outcomes for our company and our clients. SEI operates under a Project Management framework developed and used over the years to suit local conditions in this region to ensure successful completion of projects on time and within budget
--

CLIENTS	Differentiators
• Fulton County Dept. of Public Works • Unified Government of Athens-Clarke County • DeKalb County • 94 CONF/LOC Dept. of the Air Force • Gwinnett County • City of Gainesville • Marietta Lights & Water Authority	Our services include: • Project Planning • Construction Supervision • Contract Implementation • Materials Ordering & Expediting • Team Alliancing and Liaison • Financial Reporting • Cash Flow Control • Scheduling • Progress Reporting

SAFETY	Licenses & Certifications
As both a general contractor and a utility contractor, Site Engineering Inc. operates an aggressive safety program requiring all management, employees, and subcontractors to adhere to all SEI and OSHA safety requirements and standards. SEI takes pride in making the safety of all individuals on our projects top priority. SEI's comprehensive safety program governs safety compliance of all individuals on the job site.	• General Contractor – GCCO003235 • Utility Contractor – UC300075 • DeKalb County LSBE • Clayton County LSBE • GA DOT Certification \$32.7 million • City of Atlanta, SBO • Paxton Billingsley, P.E. • J. David Hess, P.E.



**SITE
ENGINEERING INC.**

7025 Best Friend Rd. • Atlanta, GA 30340

• 770-263-7234

• Fax # 770-263-0892

CONTRACTS ON HAND 10/01/2021

Project: ACC On-Call Sewer Line Replacement

Owner: The Unified Government of Athens-Clarke County
124 E. Hancock Ave
Athens, GA 30601

Architect/Engineer: CH2M

Contract Amount: \$1million

Contract Date: January 19, 2018

Scheduled Completion Date: December 31, 2021 (Renewed Annual Contract)

Percent Complete: 20%

Project: ACC On-Call Water Line Replacement

Owner: The Unified Government of Athens-Clarke County
124 E. Hancock Ave
Athens, GA 30601

Architect/Engineer: CH2M

Contract Amount: \$2 million

Contract Date: January 19, 2018

Scheduled Completion Date: December 31, 2021 (Renewed Annual Contract)

Percent Complete: 10%

Project: Stormwater Maintenance, Inspection and Repair

Owner: City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

Architect/Engineer: City of Sandy Springs

Contract Amount: \$500,000.00

Contract Date: January 1, 2017 (Renewed Annual Contract)

Scheduled Completion Date: December 31, 2021

Percent Complete: 20%

Project: **Construction and Rehabilitation of Gravity and Sewer Force Main
On an Annual Contract**

Owner: Gwinnett County
75 Langley Drive
Lawrenceville, GA 30046

Architect/Engineer: Gwinnett County

Contract Amount: \$2 million

Contract Date: July 16, 2018

Scheduled Completion Date: July 15, 2022 (Renewed Annual Contract)

Percent Complete: 10%

Project: **Fulton County 2018 Standby Misc. Construction – Wastewater
System Service**

Owner: Fulton County Department of Public Works
141 Pryor Street, Atlanta, GA 30303

Architect/Engineer: Fulton County

Contract Amount: \$5.3 million

Contract Date: January 1, 2018

Scheduled Completion Date: December 31, 2021 (Renewed Annual Contract)

Percent Complete: 30%

Project: **On-Call Water & Sewer Emergency & Operational
Repair/Maintenance & Construction Services**

Owner: City of Stockbridge
4640 North Henry Blvd
Stockbridge, GA 30281

Architect/Engineer: City of Stockbridge.

Contract Amount: \$169,390.00

Contract Date: April 12, 2021

Scheduled Completion Date: April 12, 2022

Percent Complete: 0%

Project: **Fulton County 2020 Standby Misc. Construction – Water System Service**

Owner: Fulton County Department of Public Works
141 Pryor Street, Atlanta, GA 30303

Architect/Engineer: Fulton County

Contract Amount: \$1.2 million

Contract Date: January 1, 2020

Scheduled Completion Date: December 31, 2021

Percent Complete: 20 %

Project: **City of White Stormwater Improvements**

Owner: City of White, GA

Architect/Engineer: Rindt-McDuff Associates

Contract Amount: \$310,500.00

Contract Date: March 2021

Scheduled Completion Date: August 2021

Percent Complete: 10 %



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

October 7, 2021

City of Stockbridge
4640 N Henry Blvd
Stockbridge, GA 30281

RE: Burke Street Sewer Rehabilitation

To Whom It May Concern:

SEI has been in business for 38 years and has not

- ❖ Filed for bankruptcy nor been judged bankrupt at any time within the last 5 years of business.
- ❖ Been involved in liquid damages in the past 5 years of business
- ❖ Abandoned a project.
- ❖ Nor has been involved in any litigation with neither the City of Stockbridge, nor any authority or organization with which the City of Stockbridge has a vested interest.
- ❖ SEI's surety company has made no payments on P&P Bonds in the last five years

SEI has a credit limit of \$500k with Mountain Valley Bank our contact is Sam McDuffie

and he can be reached at 706-387-5213

Paxton Billingsley

Site Engineering Inc
7025 Best Friend Rd.
Atlanta, GA 30340

AVAILABLE EQUIPMENT

JS330 /JCB330
PC200
LAY-MOR SWEEPER - 1
LAY-MOR SWEEPER - 2
LAY-MOR SWEEPER - 3
MACK CHU613 - MACK TRUCK
MACK - DUMP TRUCK
STERLING - DUMP TRUCK #1480
MAROOKA 1500 TRUCK TRACK
444J #2
444J #1
544J
JD 524K
CAT 312
CAT 336
CAT 345
CAT 924
CAT 279D
SK130
SK135SR #1
SK135SR #2
TB175
TB260
TB260 #2
TB285
TB290 #1
TB290 #2
TB290 #3
TB290 #4
TL140
WACKER RT820
MCL-24B - SHOP
AIR COMP. 1 P185WIR -
AIR COMP. 2 P185WIR

**If additional equipment is needed, open accounts are retained
at several equipment rental companies in order to maintain
flexibility to meet the equipment needs of each particular project**

**SEI keeps all equipment in good condition following
manufacturer's instructions for regular maintenance.**



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

J. DAVID HESS, PE

Project Manager

Vice-President

Site Engineering, Inc. from March, 1997 to Present

EDUCATION/CERTIFICATIONS:

Professional Engineer, State of Georgia 2004

Bachelor of Science in Environmental Engineering, with a specialty in Soil & Water
1995, Ohio State University

TRAINING/CERTIFICATION

- Competent Person Certification
- NPDES Level 1A
- Utility Foreman #UF204380

EXPERIENCE WITH SITE ENGINEERING INC:

Having joined SEI as an estimator in March 1997, he was promoted to Project Manager in July of 1998. In the ensuing years he has managed multi-million dollar projects for multiple governments and municipalities, such as GA DOT, Fulton County, Dekalb County, Gwinnett County, Rockdale County, City of Atlanta and City of Gainesville. Within his fourteen years with SEI, he has managed numerous projects with efficiency and expertise, meeting approved budgets and time frames. Assisting with Traffic Control on multiple projects and ensuring all certifications are current for SEI Flaggers. Elected Vice President January 2, 2007.

PROJECTS MANAGED

- | | |
|--|-----------------|
| • Contract A1, FC-4397-08, COA | \$11,426,000.00 |
| • COA Sewer Rehab. Contract C | \$ 4,847,439.00 |
| • COA Sewer Rehab & Pipe Bursting – PH II Contract D | \$ 3,341,581.00 |
| • Fulton County Annual Water Meter Installation
2005 - 2011 | \$ 3,409,420.00 |
| • Newton County Land Application Sprayfields 13 & 14 | \$ 2,500,000.00 |
| • Fulton County Annual Water Meter Installation
2013 - 2014 | \$ 3,409,420.00 |
| • Northwest Waterline & Sanitary Sewer Project, PH I | \$ 731,304.00 |



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

J. Carter Hewitt

Project Manager

Site Engineering, Inc. from May, 2016 to Present

EDUCATION/CERTIFICATIONS:

Bachelor of Science in Exercise and Sports Science

Trench Shoring Certification

GSWCC Level 1 Certified

EXPERIENCE WITH SITE ENGINEERING INC:

Having joined SEI as an assistant project manager, he was promoted to Project Manager in November of 2017. In his three years with SEI, he has assisted in the management of numerous projects with efficiency and expertise, meeting approved budgets and time frames.

PROJECTS MANAGED

• Athens-Clarke County – Annual On Call Water Line Replacement	\$ 2,000,000.00
• Brookhaven Storm Water Utility	\$ 346,470.00
• Drew Valley Sidewalk Project	\$ 94,995.00
• Sandy Springs - 200 Gold Creek	\$ 98,000.00
• Sandy Springs – 535 Bridgewater	\$ 152,650.00
• Gwinnett County Construction and Sewer Force Main on an Annual Contract	\$ 5,407,037.00



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

Diego "Alex" Gonzalez

Assistant Project Manager

Site Engineering, Inc. from June 21 to Present

EDUCATION/CERTIFICATIONS:

Bachelor of Science – University North Georgia

Masters of Science in Project Management – Regis University

TRAINING/CERTIFICATION

- Competent Person Certification
- OSHA 10
- NPDES Level 1A
- Trench Shoring

EXPERIENCE WITH SITE ENGINEERING INC:

Having joined SEI as an assistant project manager, in August of 2019. He has assisted in the management of numerous projects with efficiency and expertise, meeting approved budgets and time frames.

PROJECTS MANAGED

- | | |
|---|-----------------|
| • Gwinnett County Construction and Sewer Force Main on an Annual Contract | \$ 5,407,037.00 |
| • Rockdale County Stormwater Maintenance and Construction | \$ 900,000.00 |
| • Fulton County Annual Standby Misc. Construction – Wastewater | \$ 4,330,307.31 |



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

Tamara L Isbell

Safety Coordinator

Project Coordinator

Bid Coordinator

Site Engineering, Inc. from February 2014 to Present

EDUCATION

TRAINING/CERTIFICATIONS:

CPR & First Aid Certified Trainer

Competent Person Certification – OSHA

OSHA 510

OSHA 511

OSHA Certified Trainer

EXPERIENCE:

Responsible for maintaining bid calendar, receiving and acknowledging addendums, preparing accurate and complete bid packages, working with field staff on meeting and maintain SEI Safety Standards & Procedures.

- Scheduling
- OSHA Reporting
- Developing Electronic Health and Safety Plans per projects
- Jobsite Safety Audits
- Design and deliver quarterly safety meetings/trainings in compliance with OSHA
- Review and produce organized and complete bid packages
- Produce weekly/monthly project compliance reports
- Assist Project Managers with coordination of resources, equipment, meetings and information
- Design and maintain Foreman's electronic reporting systems

CLINT VOYLES

Superintendent
Site Engineering, Inc.: 10/18/13 to Present

TRAINING/CERTIFICATION:

- Utility Foreman Certification – Georgia Construction Industry Licensing Board
- Competent Person Certification - OSHA
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- Class A CDL
- NPDES Level 1A

EXPERIENCE:

Extremely knowledgeable about public works regulations and construction; managing a workforce of at least 2 heavy equipment operators, and 4 or more pipe layers or laborers. Stays consistent with project schedules, follows through with competent execution of project plans by providing proper tools and equipment to all construction personnel. Performs construction site pre-inspections and coordinated post construction audits. Monitors job site safety of all construction activities, making on site personnel safety the top priority.

PROJECT EXPERIENCE:

Sewer Group One Rehabilitation PH II Pipebursting "C"	\$ 6,164,861.00
Sewer Group One Rehabilitation PH II Pipebursting "D"	\$ 3,391,333.00
Grant Park Erosion Control	\$ 3,500,000.00
Fulton County Annual Water Systems Contract	\$ 1,375,220.00
Liberty Heights Infrastructure Improvements, III	\$ 2,693,000.00
Liberty Heights Infrastructure Improvements, IV	\$ 1,950,000.00
Spalding Square Stream Restoration & Water Quality	\$ 434,000.00



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

CESAR VAZQUEZ

Foreman

Site Engineering, Inc.: March 1997 to Present

JOB RELATED TRAINING/CERTIFICATION:

- Competent Person Certification - OSHA
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- CPR/1st Aid
- NPDES Level 1A

EXPERIENCE WITH SITE ENGINEERING INC:

Hired in March 1997, as an Equipment Operator; promoted to Foreman in 2004.

Extremely knowledgeable about public works regulations and construction; managing a workforce of at least 2 heavy equipment operators, and 4 or more pipe layers or laborers. Stays consistent with project schedules, follows through with competent execution of project plans by providing proper tools and equipment to all construction personnel. Performs construction site pre-inspections and coordinated post construction audits. Monitors job site safety of all construction activities, making on site personnel safety the top priority.

PROJECTS

Alenhurst Phase II Stream Restoration	\$ 923,807.50
Hickory Hills Water Main Replacement	\$1,777,050.00
Northeast Sewer/Water Improvements	\$1,156,160.00
Mason Mill Waterworks Stream Restoration	\$1,118,000.00
Ronald Regan Park Stream Restoration	\$ 700,000.00
Spalding Square Stream Restoration & Water Quality	\$ 434,000.00



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

Demetrio Navarrete

Foreman

Site Engineering, Inc.: February 2014 to Present

JOB RELATED TRAINING/CERTIFICATION:

- Competent Person Certification - OSHA
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- NPDES Level 1A
- 40 Hour Hazwoper

EXPERIENCE WITH SITE ENGINEERING INC:

Hired in February 2014, as an Equipment Operator; promoted to Foreman in 2014.

Extremely knowledgeable about public works regulations and construction; managing a workforce of at least 2 heavy equipment operators, and 4 or more pipe layers or laborers. Stays consistent with project schedules, follows through with competent execution of project plans by providing proper tools and equipment to all construction personnel. Performs construction site pre-inspections and coordinated post construction audits. Monitors job site safety of all construction activities, making on site personnel safety the top priority.

PROJECTS

Mercer Avenue Drainage Improvement	\$ 618,704.50
Tennessee Street Water Main Replacement	\$2,934,230.00
C-941 Sanitary & Storm Sewer Improvements	\$3,956,771.60
South Berkeley Lake Sewer	\$ 787,080.00



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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Jaime Santana

Foreman

Site Engineering, Inc.: March 2018 to Present

JOB RELATED TRAINING/CERTIFICATION:

- Utility Foreman Certification – Georgia Construction Industry Licensing Board
- Competent Person Certification - OSHA
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- NPDES Level 1A

EXPERIENCE WITH SITE ENGINEERING INC:

Hired by Site Engineering, Inc. in March of 2018, as a Equipment Operator, and in 2020 became a Foreman. Shows excellent leadership skills, and maintains good production, safety, and cost control on all types of jobs.

EXAMPLES OF PROJECTS

Fulton Co. Annual 2020 Wastewater Sewer	\$ 2,016,700.00
Ferrell Creek Sewer Replacement	\$ 1,102,856.00



SITE

ENGINEERING INC.

EMPLOYEE RESUME

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

JUSTO SANTANA

Foreman

Site Engineering, Inc.: July 2001 to Present

JOB RELATED TRAINING/CERTIFICATION:

- Utility Foreman Certification – Georgia Construction Industry Licensing Board
- Competent Person Certification - OSHA
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- NPDES Level 1A

EXPERIENCE WITH SITE ENGINEERING INC:

Hired by Site Engineering, Inc. in July 2001, as an Equipment Operator. Promoted to Foreman in 2003. Leads his crew efficiently on all types of jobs, maintaining maximum productivity and profits.

EXAMPLES OF PROJECTS

Fulton County Annual Water Meter Installation 2012	\$ 1,378,220.00
Fulton County Annual Water Meter Installation Annual Contracts 2005 – 2010 (Total all six years)	\$ 3,409,421.00
Kia West Point Plant Civil 3A & Vehicle Processing Center	\$ 2,350,960.00
Fulton County Standby Construction - Miscellaneous Wastewater Systems – Annual Contracts 2009 - 2010	\$ 2,016,700.00

SECTION 00470-2
QUALIFICATIONS OF BIDDER

complete the project. Provide **full resumes** for proposed project manager and field superintendent who would supervise and be in charge of the project. Experience can be from previous employment but must be pertinent to technical information in Item 17 (Below). If your firm is the successful bidder, at least both of these key personnel must be actively involved in the day-to-day operations on the proposed project.

14. The Bidder has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount. Provide a statement of bonding capacity, bonding company, insurance agent contact persons, and telephone numbers.
15. The Bidder must have adequate financial capacity to build the project. Provide a statement of credit available and a bank reference including contact information for verification.
16. Will the Bidder, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Stockbridge? Yes XX No _____
17. The Bidder shall provide Technical Experience including information about two (2) similar projects completed in the United States during the last fifteen (15) years. The projects must have a scope of work similar to what is proposed herein with this project. Also provide a listing of your last 5 projects over \$400,000 for each reference project listed include the:
 - (a) Name of project as bid; name of Owner; name of engineering firm; name, position or title, address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.
 - (b) A complete description of each project.
 - (c) The bid amount and final cost to Owner, with an explanation of cost overrun, if any, including change orders.
 - (d) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Stockbridge, Georgia in verification of the recitals comprising the Statement of Bidder's Qualifications. Dated at SEI Office this 7th day of October, 20 21.

Site Engineering Inc

(Name of Bidder)

By Swight A Voyles

Title Vice President



D-Ann Kleidosty

Marsh USA Inc.
3560 Lenox Road
Suite 2400
Atlanta, GA 30326
+1 404 995 2658
d-ann.kleidosty@marsh.com
www.marsh.com

October 7, 2021

City of Stockbridge
4640 North Henry Blvd
Stockbridge, GA 30281

Bid: Burke Street Sewer Rehabilitation

RE: Site Engineering, Inc.

Travelers Casualty and Surety Company of America, a corporation under the laws of the State of Connecticut, with an office and place of business One Tower Square, Hartford, CT 06183, represents Site Engineering, Inc. for surety bonding needs.

At the present time, Site Engineering, Inc. is in a position to consider single projects up to \$15 million within an aggregate limit of \$30 million. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Site Engineering, Inc. At the request of Site Engineering, Inc., Travelers Casualty and Surety Company of America will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Site Engineering, Inc. and Travelers Casualty and Surety Company of America, and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to Site Engineering, Inc., third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

D-Ann Kleidosty, Attorney in Fact
Travelers Casualty and Surety Company of America
A+ by A. M. Best Financial Size Category, XL (\$2 Billion +)



TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Maria Concepcion of Atlanta Georgia, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



By: *Robert L. Raney*

Robert L. Raney, Senior Vice President

Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of October, 2021.



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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

October 7, 2021

City of Stockbridge
4640 N Henry Blvd
Stockbridge, GA 30281

RE: Burke Street Sewer Rehabilitation

To Whom It May Concern:

SEI has a credit limit of \$500k with Mountain Valley Bank our contact is Sam McDuffie and he can be reached at 706-387-5213

Paxton Billingsley



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

**Project Name: Gwinnett County Construction and Scheduled Maintenance Sewer Mains
On an Annual Contract 2018 – On Going**

Location: Gwinnett County, GA

Project Owner: Gwinnett County Department of Water Resources

Address: 684 Winder Hwy., Lawrenceville, GA 30045

Contact Person: Mary Catherine Price Telephone: 678-376-6915

Email: mary.price@gwinnettcountry.com

Contact Person: Adam Miller

Telephone: 678-376-7036

Email: christopher.miller@gwinnettcountry.com

Prime Contractor: Site Engineering Inc.

Percent SEI forces: 90%

Subcontractors Metro Horizontal Boring, Silverline Paving

Project Architect/Engineer: Multiple

SEI Project Manager: Carter Hewitt

Superintendent: Demetrio Navarrete

Contract Bid Amount: \$5,407,037.00

Final Contract Amount: On Going

Contract Dates: Notice to Proceed: 07/16/2018

Final Completion Date: On Going

Completion Time: Established Days: 365 (x3)

Completed under the NPDES permit for storm water discharges from construction activities () YES () NO

If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Project Description: (XX) Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks (XX) Site Work () Dam

Additional information/details on project: Annual contract with Gwinnett County at various locations throughout the County. In addition to pipe and Jack and Bore, work included fire hydrants; installation or relocation of water meters; along with installation of piers for creek crossing; wet cuts; paving; and restoration of curb, sidewalk, pavement cut, and driveway cut. Project requires water service connections & changeovers. Streambank restoration from sewer line crossing creek, rip rap stabilization. Poured in place concrete walls, culverts, clearing, stream crossings under nationwide permit, shoring active roadways

Methods used for erosion, sediment, and pollution control: Standard E.C. Practices as per GA Soil & Water Conservation.

Description of
Sewer/Water
Pipelines:

Pipe Size: 16in	Pipe Type: DIP	Pipe Length: 1000lf
Pipe Size: 12in	Pipe Type: DIP	Pipe Length: 3500lf
Pipe Size: 10in	Pipe Type: DIP	Pipe Length: 9500lf
Jack & Bore: 20-36in	Pipe Type: Steel	Pipe Length: 720lf

Place XX by all that Apply:

- (XX) Project along shoulder of at least 2 lane road and/or within right-of-way and/or at road intersection
- (XX) Traffic diversion/maintenance
- (XX) Rock excavation
- (XX) Coordination/work with other utilities
- (XX) Licensed utility contractor on project
- (XX) Restoration of landscaping
- (XX) Asphalt Paving



SITE ENGINEERING, INC.

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

Project Name: Blue Ridge Gravity Sewer
Location: Gwinnett County, Georgia

Project Owner: Gwinnett County
Address: 75 Langley Drive Lawrenceville, GA 30046-4935
Contact Person: Holly Cafferata Telephone: 770-822-8720
E-mail: holly.cafferata@gwinnettcounty.com

Prime Contractor: Site Engineering Inc.
Percent SEI forces: 85%
Subcontractors: Hazardous Waste Experts, Metro Horizontal Boring, Silverline Paving

Project Architect/Engineer: Engineering Strategies
Address: 3855 Shallowford Road #525 Marietta, GA 30062
Contact Person: John R Fleck Telephone: 770-429-0001 FAX: 678-205-2840 E-mail: jfleck@esi-ga.com

SEI Project Manager: Philip Kollenberg SEI Project Foreman: Gabriel Paredes

Contract Bid Amount: \$589,900.00 Final Contract Amount: \$543,988.50

Contract Dates: Notice to Proceed: 10/20/2014 Completion Date: 04/18/2015
Completion Time: Established Days: 180 Actual Completion Days: 144

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks (XX) Site Work () Dam

Additional information/details on project: Gravity sewer with manholes, 270 LF of 24" steel cased jack & bore under N. Berkeley Lake Rd & parking area for an industrial distribution center, connection to 2 existing gravity sewers, asphalt, concrete curb & gutter, testing and remediation of arsenic contaminated soils.

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 8"	Pipe Type: DIP	Pipe Length: 35
Pipe Size: 8"	Pipe Type: PVC	Pipe Length: 560
Pipe Size: 8"	Pipe Type: HDPE	Pipe Length: 285
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- () Bypass pumping Type: Size:
- (XX) Traffic diversion/maintenance
- (XX) Installation and/or adjustment of manhole rings and covers
- () Rock excavation
- (XX) Restoration of landscaping and/or vegetation of disturbed site
- () Crossing of streams or creeks



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

MAJOR PROJECTS COMPLETED IN PAST FIVE YEARS

Job Detail Forms, which provide all the requested information, is attached for the following major projects:

Bush Creek Restoration Project

City of Atlanta C-941 Sanitary and Storm Sewer Improvements

Paces Valley Sewer Improvements and Stream Restoration

CDBG Sewer System

Fulton Co. Annual Standby Misc. Construction-Wastewater System Services

5423 Pine Valley Drive Emergency Repair

Fulton County Annual Standby Misc. Construction – Water System

McNutt Creek Sewer Connector – Ph II

Tennessee Street Water Main Replacement



**SITE
ENGINEERING, INC.**

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

Project Name: Bush Creek Restoration Project
Location: Peachtree Corners, Georgia
Project Owner: Gwinnett County, Georgia
Address: 684 Winder Highway, Lawrenceville, GA 30144
Contact Person: Anne Lovell Telephone: 678-376-6803 E-mail: anne.lovell@gwinnettcounty.com

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 90%
Subcontractors: HB Next Corporation
Casey Tree Experts

Project Architect/Engineer: Brown and Caldwell
Address: 990 Hammond Drive, Suite 400, Atlanta, GA 30328
Contact Person: Jill Stachura Telephone: 770-673-3679 E-mail: jstachura@brwnncald.com

SEI Project Manager: Philip Kollenberg SEI Project Foreman: Gabriel Paredes-Jimenez

Contract Bid Amount: \$1,377,112.00 Final Contract Amount: \$1,377,112.00

Contract Dates: Notice to Proceed: 01/20/2015 Completion Date: 08/17/2015
Completion Time: Established Days: 210 Actual Completion Days: 210

Completed under the NPDES permit for storm water discharges from construction activities (XX) YES () NO
If yes, indicate type of permit held by SEI: (XX) Primary () Secondary () Tertiary PERMIT #:GAR100001

Type of Project: () Water () Sewer () Storm Drainage (XX) Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Worked with Engineer on Rehabilitation of 2,800 LF of Bush Creek & 700 LF of a tributary to Bush Creek. Construction of a swale system; clearing & grubbing; tree removal; excavation of modified stream channels; installation of stone cross vanes, log j-hooks, stone cascade, constructed riffles, scour logs/brush mattresses; installation of soil reinforcing mat & revegetation of stream channels.

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- (X) Bypass pumping Type: Trash Pump Size: 3"
- (X) Traffic diversion/maintenance
- (X) Restoration of landscaping and/or vegetation of disturbed site
- (X) Crossing of streams or creeks



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

Project Name: C-941 Sanitary and Storm Sewer Improvements
Location: Atlanta, GA

Project Owner: City of Atlanta
Address: 72 Marietta Street, Atlanta, GA 30303
Contact Person: Barry Booth Telephone: 404-546-3303 FAX: 404-739-4762 E-mail: bbooth@AtlantaGA.Gov

Prime Contractor: Site Engineering Inc
Percent SEI forces: 55%
Subcontractors: DD Sewer Inspection Services, IPR Southeast, Southern Hydrovac

Project Architect/Engineer: City of Atlanta Office of Engineering Services
Address: 72 Marietta Street, Atlanta, GA 30303
Contact Person: Barry Booth Telephone: 404-546-3303 E-mail: bbooth@atlantaga.gov

SE I Project Manager: Phillip Kollenberg SEI Project Superintendent: Gabriel Paredes & Cesar Vazquez

Contract Bid Amount: \$3,956,771.60 Final Contract Amount: \$4,330,056.00**
** Approved Change Order

Contract Dates: Notice to Proceed: 2/10/2016 Completion Date: 9/25/2016
Completion Time: Established Days: 300 Actual Completion Days: 228

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water (XX) Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: **Emergency repair of sanitary/storm sewers at three (3) critical sites in the City's separate and combined sewer collection system, Same-Trench Replacement, Storm Drainage repairs/replacement, Jack & Bore with installation of curb, gutter, sidewalks and intersection(s).**

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 6"	Pipe Type: PVC	Pipe Length: 354lf
Pipe Size: 8"-12"	Pipe Type: DIP	Pipe Length: 5283lf
Pipe Size: 16"	Pipe Type: HDPE	Pipe Length: 150lf
Pipe Size: 18"	Pipe Type: DIP	Pipe Length: 2499lf
Pipe Size: 30"-36"	Pipe Type: RCP	Pipe Length: 94lf

Place XX by all that Apply:

- (XX) Bypass pumping Type: Size: 8, 10 and 12" Sewer Bypass w/Backup
- (XX) Traffic diversion/maintenance
- (XX) Installation and/or adjustment of manhole rings and covers
- (XX) Rock excavation
- (XX) Restoration of landscaping and/or vegetation of disturbed site



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

Project Name: Paces Valley Sewer Improvements and Stream Restoration

Location: 3720 Paces Valley Road, Atlanta, GA 30305

Project Owner: City of Atlanta

Address: 55 Trinity Avenue, Suite 5400, Atlanta, GA 30335

Contact Person: Sunday J Aiyejorun Telephone: 404-867-0618 E-mail: salyejorun@atlantaga.gov

Primary Contractor: Site Engineering Inc.

Percent SEI forces: 85%

Subcontractors: Champion Landscape Design

Project Architect/Engineer: City of Atlanta

Address: 72 Marietta St, 6th Floor, Atlanta, GA 30303

Contact Person: Sunday J Aiyejorun Telephone: 404-867-0618 E-mail: salyejorun@atlantaga.gov

SEI Project Manager: Paxton Billingsley SEI Project Superintendent: Cesar Vazquez

Contract Bid Amount: \$1,018,000.00

Final Contract Amount: \$1,379,000.00*

*additional work added by City of Atlanta

Contract Dates: Notice to Proceed: 06/25/2012

Completion Date: 08/29/14

Completion Time: Established Days: 126

Actual Completion Days: Additional work added.

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water () Sewer () Storm Drainage (XX) Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: 1000 linear feet restoration of Nancy Creek where gabion wall had failed; 140 linear feet of 15ft high granite retaining walls, 6 J-hooks, Project located in rear of personal residence along Atlanta Sewer easement. Gabion repairs, retaining walls, erosion control, diversion structures, regenerative Stormwater conveyances. Re-vegetation of disturbed stream buffers using native vegetation. Nancy Creek is a powerful urban stream prone to flow increases of several feet after rain events.

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

(XX) Restoration of landscaping and/or vegetation of disturbed site

(XX) Relocation of stream channel in the floodplain



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

Project Name: CDBG Sewer System Line Replacement Slusser St., 2nd to 4th, 2nd ST, Laude St
Location: Cedartown GA

Project Owner: City of Cedartown

Address: 201 East Ave., Cedartown, GA 30125

Contact Person: Kelvin Garmon

Telephone: 770-748-4074

E-mail:

Primary Contractor: SEI

Percent SEI forces: 85%

Subcontractors: TT Technologies, Controlled Blasting, C&K Paving

Project Architect/Engineer: RJ Wood and Company

Address: 652 Arlington Place, Macon, GA 31201

Contact Person: Ronnie Wood Telephone: 478-741-7044 E-mail: rjwood@rjwoodco.com

SEI Project Manager: David Hess

SEI Project Superintendent: Demetrio Navarrete

Contract Bid Amount: \$1,249,180.00

Final Contract Amount: \$1,249,180.00

Contract Dates: Notice to Proceed: 5.1.2017

Completion Date: 12.12.2017

Completion Time: Established Days: 180

Actual Completion Days:

Completed under the NPDES permit for storm water discharges from construction activities (XX) YES () NO
If yes, indicate type of permit held by SEI: (XX) Primary () Secondary () Tertiary PERMIT #:GAR1.0002

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Approx. 3200 lf of 8" & 10" PVC SDR35 Gravity Sewer Line, 400lf of 10" HDPE, Manholes, Sewer Laterals and house connections of new service laterals. Pipe Burst (Static) 400lf of 8" HDPE

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size: 8"	Pipe Type: PVC	Pipe Length: 400 lf
Pipe Size: 10"	Pipe Type: PVC	Pipe Length: 2800 lf
Pipe Size: 10"	Pipe Type: HDPE	Pipe Length: 400 lf

Place XX by all that Apply:

- (XX) Bypass pumping
- (XX) Traffic diversion/maintenance
- (XX) Installation and/or adjustment of manhole rings and covers
- (XX) Rock excavation
- (XX) Restoration of landscaping and/or vegetation of disturbed site
- (XX) Crossing of streams or creeks



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

Project Name: Fulton Co. Annual Standby Misc. Construction-Wastewater System Service Contract
Location: Fulton County, GA

Project Owner: Fulton County Department of Public Works
Address: 141 Pryor Street SW, Atlanta, GA 30303
Contact Person: Ray Wooten Telephone: 404-612-7547 FAX: 404-224-5209
Email: Ray.Wooten@fultoncountyga.gov

Primary Contractor: Site Engineering, Inc.
Percent SEI forces: 85%
Subcontractors: Silver Line Paving

Project Architect/Engineer: Fulton County Department of Public Works
Address: 141 Pryor Street SW, Atlanta, GA 30303
Contact Person: Ray Wooten Telephone: 404-612-7547 FAX: 404-224-5209
Email: Ray.Wooten@fultoncountyga.gov

SEI Project Manager: Paxton Billingsley SEI Foreman: Cesar Vazquez

Contract Amount: \$6,395,963.95

Contract Dates: Notice to Proceed: 03/31/2012 Final Completion Date: 03/30/2016
Completion Time: Established Days: 365 Actual Completion Days: 365 x 4 extension

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water (XX) Sewer (XX) Storm Drainage (XX) Streambank Stabilization
() Parks (XX) Site Work () Dam

Additional information/details on project: On standby for miscellaneous construction for varied projects throughout Fulton County including stream restoration. Projects include perennial stream restoration; various sizes and lengths of pipe and pipe bursting based upon individual jobs; along with installation of piers for creek crossing, installation of curb, gutter, sidewalks and drainage improvements within intersections

Methods used for erosion, sediment, and pollution control: Standard E.C. Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 8in	Pipe Type: DIP	Pipe Length: 1,600lf
Pipe Size: 36in	Pipe Type: DIP	Pipe Length: 200lf
Pipe Size: 8in	Pipe Type: HDPE	Pipe Length: 7,865lf
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- () 8" or > pipe that required use of by-pass pumping of raw sewage
- (XX) Traffic diversion/maintenance
- (XX) Adjustment of manhole rings and covers
- (XX) Coordination/work with other utilities
- (XX) Restoration of landscaping and/or vegetation of disturbed site
- (XX) Crossing of streams or creeks



SITE ENGINEERING, INC.

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

Project Name: 2018 Standby Misc. Construction -- Wastewater System Services -

5423 Pine Valley Drive Emergency Repair

Location: Fulton County

Project Owner: Fulton County Dept. of Public Works

Address: 141 Pryor Street, SW, Suite 6001, Atlanta, GA 30303

Contact Person: Walt Raque

Telephone: 678-410-7898

E-mail:

Primary Contractor: Site Engineering Inc.

Percent SEI forces: 95%

Subcontractors: Site Mix Grouting, Culy Contracting, Strack

Project Architect/Engineer:

Address: 141 Pryor Street, SW, Suite 6001, Atlanta, GA 30303

Contact Person: Walt Raque

Telephone: 678-410-7898

E-mail:

SEI Project Manager: David Hess

SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$3,825,823.43

Final Contract Amount: \$3,825,823.43

Contract Dates: Notice to Proceed: 12/24/18

Completion Date: 9/13/19

Completion Time: Established Days: 365 (x1)

Actual Completion Days: 365 (x1)

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO

If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization

() Parks () Site Work () Dam

Additional information/details on project: Emergency slip lining of HOBAS pipe into existing RCP & DIP sewer main. Jack & Bore 24" 350lf (x2)

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size	Pipe Type	Pipe Length
Pipe Size: 48"	Pipe Type: HOBAS	Pipe Length: 100 lf
Pipe Size: 42"	Pipe Type: HOBAS	Pipe Length: 1458 lf
Pipe Size: 36"	Pipe Type: HOBAS	Pipe Length: 1563 lf
Pipe Size: 30"	Pipe Type: HOBAS	Pipe Length: 1110 lf

Place XX by all that Apply:

(XX) Bypass pumping Type: HDPE Size: 24" 5,000+gpm

(XX) Traffic diversion/maintenance

(XX) Installation and/or adjustment of manhole rings and covers

(XX) Restoration of landscaping and/or vegetation of disturbed site

(XX) Crossing of streams or creeks



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

Project Name: Fulton Co. Annual Standby Misc Construction – Water System Services Contract
Location: Fulton County, GA
Project Owner: Fulton County Department of Public Works
Address: 141 Pryor St. SW, Atlanta, GA 30303
Contact Person: Ray Wooten Telephone: 404-612-7547 FAX: 404-224-5209
E-mail: ray.wooten@fultoncountyga.gov

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 85%
Subcontractors: Metro Horizontal Boring
Silver Line Paving

Project Architect/Engineer: Fulton County Department of Public Works
Address: 141 Pryor St. SW, Atlanta, GA 30303
Contact Person: Ray Wooten Telephone: 404-612-7547 FAX: 404-224-5209
E-mail: ray.wooten@fultoncountyga.gov

SEI Project Manager: David Hess SEI FOREMAN: Justo Santana

Contract Bid Amount: \$1,497,893.27 Final Contract Amount: \$1,375,220.00

Contract Dates: Notice to Proceed: 09/04/14 Anticipated Final Completion Date: Renewed
Completion Time: Established Days: 365 Actual Completion Days: In Progress

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: (XX) Water () Sewer () Storm Drainage () Streambank Stabilization
() Parks (XX) Site Work () Dam

Additional information/details on project: Standby/repair/emergency water system projects on an annual contract basis

Methods used for erosion, sediment, and pollution control: Standard E.C. Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 6"	Pipe Type: DIP	Pipe Length: 1200 lf
Pipe Size: 8"	Pipe Type: DIP	Pipe Length: 4500 lf
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- () 8" or > pipe that required use of by-pass pumping of raw sewage
- (XX) Project along shoulder of at least 2 lane road and/or within right-of-way and/or at road intersection
- (XX) Traffic diversion/maintenance
- () Adjustment of manhole rings and covers
- () Rock excavation
- (XX) Coordination/work with other utilities
- (XX) Restoration of landscaping and/or vegetation of disturbed site



SITE ENGINEERING, INC.

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

Project Name: McNutt Creek Sewer Connector – Phase II

Location: Oconee County

Project Owner: Oconee County Board of Commissioners

Address: 1291 Greensboro Highway, Watkinsville, GA 30677

Contact Person: Ryann Meeler Telephone: 706-215-1804 E-mail: rmeeler@oconee.ga.us

Primary Contractor: Site Engineering Inc.

Percent SEI forces: 80%

Subcontractors: Controlled Blasting, NGE Services, Erosion Mgmt. Services, Phoenix Seismic, Williams & Associates and Geo Hydro

Project Architect/Engineer: Precision Planning, Inc.

Address: 802 East Spring Street, Monroe, GA 30655

Contact Person: Jim Sunta Telephone: 404-372-1353 E-mail: 517js@ppi.us

SEI Project Manager: Paxton Billingsley SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$3,395,298.00

Final Contract Amount: \$3,863,098.00**

**** APPROVED CHANGE ORDERS**

Contract Dates: Notice to Proceed: November 15, 2016

Completion Date: December 21, 2018

Completion Time: Established Days: 475

Actual Completion Days: 809**

****APPROVED TIME EXTENSION**

Completed under the NPDES permit for storm water discharges from construction activities (XX) YES () NO
If yes, indicate type of permit held by SEI: (XX) Primary () Secondary () Tertiary PERMIT #:GAR100002

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: **Construction of approximately 10,000 LF 18" at depths of 12' – 20' and 200 LF 8" diameter gravity sewer line, including 44 manholes, 1,425 LF of jack and bore, connections to existing sanitary sewer lines, reconnection of 7 existing sanitary services and demolition of 1,350 LF existing 8" sanitary sewer line.**

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 18"	Pipe Type: DIP	Pipe Length: 10,000 lf
Pipe Size: 8"	Pipe Type: DIP	Pipe Length: 200 lf
Pipe Size: 8"	Pipe Type: PVC/CLAY	Pipe Length: 1350 lf Demo
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- () Bypass pumping Type: Size:
- () Traffic diversion/maintenance
- (XX) Installation and/or adjustment of manhole rings and covers
- (XX) Rock excavation
- (XX) Restoration of landscaping and/or vegetation of disturbed site
- () Crossing of streams or creeks



**SITE
ENGINEERING, INC.**

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

Project Name: Tennessee Street Water Main Replacement

Location: 116 E Carter St., Cartersville, GA 30120

Prime Contractor: Site Engineering Inc.

Percent SEI forces: 90%

Subcontractors: Michael Ryan Trucking, All Tap, Inc., C&K Paving Contractors

Project Owner: City of Cartersville Water Department

Address: 148 Walnut Grove Road, Cartersville, Georgia 30120

Contact Person: Ed Mullinax Telephone: 770-387-5653 FAX: 770-606-2386

E-mail: emullinax@cityofcartersville.org

SEI Project Manager: Paxton Billingsley

Superintendent: Gabriel Paredes

Project Architect/Engineer: Prime Engineering, Inc.

Address: 3715 Northside Pkwy., NW, Bldg. 300, Ste. 200, Atlanta, GA 30327

Contact Person: Kalyn Lewis, PE Telephone: 404-425-7145 FAX: 404-425-7101

E-Mail: klewis@prime-eng.com

Contract Bid Amount: \$2,934,230.00

Final Contract Amount: \$2,811,837.00

Contract Dates: Notice to Proceed: 10/07/2013

Completion Date: 08/30/2014

Completion Time: Established Days: 180

Actual Completion Days: Approved time extensions

Completed under the NPDES permit for storm water discharges from construction activities ☒ YES ☐ NO

If yes, indicate type of permit held by SEI: ☒ Primary ☐ Secondary ☐ Tertiary PERMIT #: GAR1000002

Type of Project: ☒ Water ☐ Sewer ☐ Storm Drainage ☐ Streambank Stabilization
☐ Parks ☐ Site Work ☐ Dam

Additional information/details on project: Installation of DIP, including valves, hydrants & appurtenances.
\$500k of Sidewalks (8,000 lf), Crosswalks (20), ADA Ramps, Driveways, Striping, Traffic Control

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 4" - 6"	Pipe Type: DIP	Pipe Length: 300LF
Pipe Size: 8"- 10"	Pipe Type: DIP	Pipe Length: 6,290 LF
Pipe Size: 12"	Pipe Type: DIP	Pipe Length: 7,000 LF
Pipe Size: 2"	Pipe Type: PVC Class 200	Pipe Length: 2,100 LF
Pipe Size: ¾" - 1 ½"	Pipe Type: Service Line	Pipe Length: 1,300 LF

Place XX by all that Apply:

(XX) Bypass pumping Type: Size: Sanitary 8"

(XX) Traffic diversion/maintenance GDOT Roadway

(XX) Installation and/or adjustment of manhole rings and covers

(XX) Restoration of landscaping and/or vegetation of disturbed site

(XX) Crossing of streams or creeks

SECTION 00470-3
QUALIFICATIONS OF BIDDER

State of GA

County of DeKalb

Dwight A Voyles, being duly sworn deposes and says
that he is Vice President of Site Engineering Inc
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7 day of October, 2021.

Tamara Lynn Isbell
(Notary Public)



My Commission expires:

Jan 11, 2024

END OF SECTION

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia

County of Henry

Dwight A Voyles, being first duly sworn, deposed and says that:

- (1) He is
Vice President of
(owner, partner, officer, representative, or agent)
Site Engineering Inc,
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge (Local Public Agency) or any person interested in the proposed Contract and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

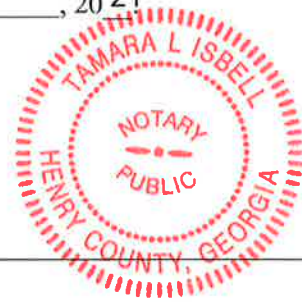
SECTION 00481-2
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

By: Dwight A Voyles

Title: Vice President

Subscribed and sworn to before me this 7 day of October, 2021

Tamara Lynn Isbell
(Notary Public)



My commission expires 1.11.2024

END OF SECTION

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

656501

Federal Work Authorization User Identification Number

7.1.2009

Date of Authorization

Site Engineering Inc

Name of Contractor

Burke St Sewer

Name of Project

City of Stockbridge

Name of Public Employer

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

Executed on Oct, 7, 2021 in Atl (city), GA (state).

Dwight A Voyles

Signature of Authorized Officer or Agent

Dwight A Voyles, Vice President

Printed Name and Title of Authorized Officer or Agent

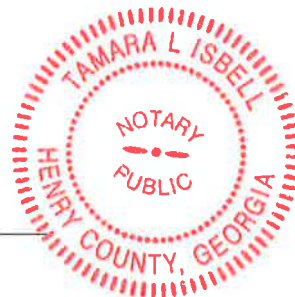
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 7 DAY OF Oct, 2021

Tamara Lynn Isbell

NOTARY PUBLIC

My Commission Expires: 1.11.2024



END OF SECTION

City of Stockbridge
Burke Street Sewer Rehabilitation

C & S Project No. S9100.035
July 2021
Revision 0

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of sub-contractor with whom such sub-contractor has privity of contract) and _____ (name of contractor) on behalf of **City of Stockbridge** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the sub-contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-contractor shall submit, at the time of such contract, this affidavit to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Additionally, the undersigned sub-contractor will forward notice of the receipt of any affidavit from a sub-contractor to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Sub-contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

N/A

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

HENRY COUNTY

C & S Project No. S9100.035
July 2021
Revision 0





7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • www.siteengineeringinc.com

List of Proposed Subcontractors

N/A

List of Proposed Suppliers

Ferguson Waterworks
4655 Buford Highway
Norcross, GA 30071

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/20/2021 2:17:23 PM

BUSINESS INFORMATION

CONTROL NUMBER	J313848
BUSINESS NAME	SITE ENGINEERING, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/20/2021
ANNUAL REGISTRATION PERIOD	2021

PRINCIPAL OFFICE ADDRESS

ADDRESS	7025 Best Friend Road, Bldg B, Atlanta, GA, 30340-3141, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Paxton Billingsley	7025 Best Friend Road, Atlanta, GA, 30340-3141, USA	Dekalb

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Elizabeth Billingsley	CFO	7025 Best Friend Road, ATLANTA, GA, 30340, USA
Kristy Baldwin	SECRETARY	7025 Best Friend Road, ATLANTA, GA, 30340, USA
Paxton Billingsley	CEO	7025 Best Friend Road, ATLANTA, GA, 30340, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Kristy Baldwin
AUTHORIZER TITLE	Authorized Person

Fees Charged
Admin Fee OTC
Construction
Credit Card Fees

City of Doraville

3725 Park Ave
Doraville, GA 30340
(770) 451-8745
www.doravillega.us

License #: OCC21-1615

Date Issued: 04/15/2021

Invoice #: 00011357

Occupational Tax Certificate

DBA: SITE ENGINEERING

Legal Business Name: SITE ENGINEERING, INC.

Owner: BYRON BILLINGSLEY

Occupation Type: Other Heavy and Civil Engineering Construction

NAICS Code: 23 7990

7025 BEST FRIEND RD

DORAVILLE, GA 30340

Location

7025 BEST FRIEND RD

DORAVILLE, GA 30340

Mailing Address

Expires: 12/31/2021

ANNUAL RENEWAL REQUIRED FOR ALL LICENSE TYPES



Authorized Signature

NON-TRANSFERABLE

MUST BE POSTED IN A VISIBLE LOCATION IN THE BUSINESS ESTABLISHMENT



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Site Engineering Inc
Address: 7025 Best Friend Rd. NW
Atlanta GA 30340

Owner:

Primary Source License Information

Lic #: GCCO003235 Profession: Residential/General Contractor Type: General Contractor Company
Secondary: Method: Application Status: Active
Issued: 8/1/2011 Expires: 6/30/2022 Last Renewal 5/11/2020
Date:

Associated Licenses

Relationship: Supervisor

Licensee: Billingsley, Paxton John

License Type: General Contractor Qualifying Agent

License #: GCQA003245

License Status: Active

Established: 8/1/2011

Association Date: 5/25/2011

Type: Prerequisite User

Expiry:

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 9, 2020 16:8:30

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. 0V300075

Site Engineering Inc

7025 Best Friend Rd
Atlanta GA 30340



Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 12/07/1993

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site - www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Site Engineering Inc
7025 Best Friend Rd. NW
Atlanta GA 30340



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. 0V300075

Site Engineering Inc

7025 Best Friend Rd
Atlanta GA 30340



Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 12/07/1993

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF STOCKBRIDGE
MR. BRAD HOLTSINGER
4640 NORTH HENRY BLVD.
STOCKBRIDGE, GA 30281

ORIGINAL

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>8/2/21</u>
<u>2</u>	<u>8/2/21</u>
<u>3</u>	<u>9/14/21</u>
<u>4</u>	<u>9/22/21</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have

City of Stockbridge
Burke Street Sewer Rehabilitation

C & S Project No. S9100.035
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been identified in ~~SC 4.02 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions* and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in ~~SC 4.06 as containing reliable "technical data,"~~ *Part 6 of the Supplemental Conditions.*

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. *Bidder will submit written evidence of its authority to do business in the State where the Project is located no later than the date of its execution of the Agreement.*

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for

the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 The Contractor is directed to Section 01025 – Measurement & Payment for methods and limits for payments to the Contractor for the pay items listed below:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price Proposed</u>	<u>Total for Item</u>
1.			ROCK EXCAVATION & REMOVAL		
a.	30	CY	Rock Excavation/Removal	\$75.00	\$2,250.00
2.			SOIL EROSION AND SEDIMENT CONTROL		
a.	480	LF	Sd1-S, Silt Fence – Sensitive	8.38	4022.70
			Sd2-P – Inlet Sediment Trap, Pigs in		
b.	13	EA	Blanket	254.10	3303.30
c.	2	EA	Construction Exit	3435.11	6870.22
d.	80	LF	Cd-Fs, Check Dam - Filter Sock	25.41	2032.80
e.	4	EA	Cd-S, Check Dam - Stone	517.78	2071.12
f.	320	LF	Permanent Grassing	2.22	723.20
3.			SANITARY SEWERAGE COLLECTION SYSTEM		
a.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' – 6.1' Cut	156.00	15600.00
b.	135	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 6.1' – 8.0' Cut	155.93	21050.55
c.	130	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 8.1' – 10.0' Cut	156.15	20299.50

City of Stockbridge
Burke Street Sewer Rehabilitation

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SECTION 00400-5
BID FORM

d.	145	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 10.1' – 12.0' Cut	<u>165.86</u>	<u>24049.70</u>
e.	105	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 12.1' – 14.0' Cut	<u>175.01</u>	<u>18376.05</u>
f.	80	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 14.1' – 16.0' Cut	<u>193.98</u>	<u>15518.40</u>
g.	55	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 16.1' – 18.0' Cut	<u>194.21</u>	<u>10681.55</u>
h.	100	LF	10" Dia. PVC SDR 26 Sanitary Sewer Construction 18.1' – 20.0' Cut	<u>536.67</u>	<u>53647.00</u>
i.	370	LF	8" Dia. P401 DIP Sanitary Sewer Construction 0.0' – 6.0' Cut	<u>199.85</u>	<u>73944.50</u>
j.	40	LF	8" Dia. P401 DIP Sanitary Sewer Construction 6.1' – 8.0' Cut	<u>199.85</u>	<u>7994.00</u>
k.	295	LF	8" Dia. PVC SDR 26 Sanitary Sewer Construction 0.0' – 6.0' Cut	<u>140.18</u>	<u>41353.10</u>
l.	130	LF	10" SDR 26 FPVC	<u>161.38</u>	<u>20979.40</u>
m.	860	LF	8" Cured-in-Place Pipe	<u>142.26</u>	<u>122343.60</u>
n.	60	LF	8" P401 DIP Force Main	<u>227.01</u>	<u>13620.60</u>
o.	100	LF	Jack & Bore 16" Dia. Steel Casing, 0.250" WT (carrier pipe paid under separate item)	<u>735.27</u>	<u>73527.00</u>
p.	3	EA	Standard 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' – 6.0' depth	<u>10378.66</u>	<u>31135.98</u>
q.	2	EA	Doghouse 4.0' Dia. Manhole complete including base, cone, riser, frame & cover, 0.0' – 6.0' depth	<u>6233.58</u>	<u>12467.16</u>
r.	50	VF	Manhole Additional Vertical Feet	<u>783.10</u>	<u>39155.00</u>
s.	185	VF	Manhole Rehabilitation	<u>799.96</u>	<u>147992.60</u>
t.	4	EA	Sewer Spot Repair	<u>11328.24</u>	<u>45312.96</u>
u.	7	EA	Cut & Plug Sewer Main	<u>7891.11</u>	<u>55237.77</u>
v.	1	EA	Grout Existing Pipe in Structure	<u>632.23</u>	<u>632.23</u>
w.	1	EA	Adjust Manhole Invert	<u>674.12</u>	<u>674.12</u>
x.	3	EA	Manhole Frame Grade Adjustment	<u>674.13</u>	<u>2022.39</u>
y.	1	EA	Abandon Manhole	<u>5222.98</u>	<u>5222.98</u>
z.	3	CY	Flowable Fill	<u>1841.16</u>	<u>5523.48</u>
aa.	1	LS	Aerial Sewer Creek Crossing	<u>33864.57</u>	<u>33864.57</u>
bb.	1	LS	Demolish Aerial Sewer	<u>4663.57</u>	<u>4663.57</u>
cc.	40	LF	8" Polyethylene Wrap	<u>18.17</u>	<u>726.80</u>

4.	PAVING				
a.	1275	LF	Asphalt Road Repair/Replacement	<u>23.53</u>	<u>30000.75</u>
b.	85	LF	24" Curb & Gutter	<u>40.88</u>	<u>3474.80</u>
c.	50	SY	Concrete Sidewalk	<u>77.62</u>	<u>3881.00</u>
5..	ALLOWANCES				
a.	Testing Allowance			<u>\$5,000</u>	<u>\$5,000</u>
b.	Supplemental Work Allowance			<u>\$15,000</u>	<u>\$15,000</u>

TOTAL BASE BID FOR ITEMS 1 – 5 INCLUSIVE, THE LUMP SUM AMOUNT OF:

Nine hundred ninety six thousand two hundred sixty six + ¹⁵/₁₀₀
Price in Words
\$996,266.15
Dollars and Cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be Substantially Complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 10% of the Total Bid Price;
 - B. List of Proposed Subcontractors (may be submitted within 5 days of Bid Opening);
 - C. List of Proposed Suppliers (may be submitted within 5 days of Bid Opening);
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Utility Contractor License of Contractor performing the work or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Section 00470 - Qualification of Bidder

H. Section 00481 - Noncollusion Affidavit of Prime Bidder

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Helix Group Inc. (SEAL)

State of Incorporation: GA

Type (General Business, Professional, Service, Limited Liability): Service

By: Coleen Phillips
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Coleen Phillips

Title: CEO
(CORPORATE SEAL)

Attest DM

Date of Qualification to do business in Georgia is 5 / 25 / 18.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1375 Oakley Industrial Blvd
Fairburn GA 30213

Phone No. 470-491-4500 Fax No. 470-491-4514

E-mail Admin@helixgroupinc.com

SUBMITTED on Sept. 30, 2021.

State Contractor License No. *of Contractor performing the work.* GCC0006476

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Helix Group, Inc.
1375 Oakley Industrial Blvd.
Fairburn, GA 30213

SURETY (Name and Address of Principal Place of Business):

Nationwide Mutual Insurance Company
1100 Locust Street, Dept 2007
Des Moines, IA 50391-2007

OWNER (Name and Address):

City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

BID

Bid Due Date: 09/30/2021

Description: Burke Street Sewer Rehabilitation

BOND

Bond Number: BIDBOND09302021

Date (Not earlier than Bid due date): 09/30/2021

Penal sum Ten Percent of Bid Estimate
(Words)

\$ 10% of Bid
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Helix Group, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Coleen Phillips
Signature

Coleen Phillips
Print Name

CEO
Title

Attest:

Dan McElwain
Signature

Dan McElwain President
Title

SURETY

Nationwide Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Edward Mooney
Signature (Attach Power of Attorney)

Edward Mooney
Print Name

Attorney-In-Fact
Title

Attest:

Kathryn Kleinschmidt
Signature

Kathryn Kleinschmidt, Vice President
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

City of Stockbridge
Burke Street Sewer Rehabilitation

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C & S No.: S9100.035
July 2021
Revision 0

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

EDWARD P MOONEY, ROBERT C WYNNE, JOSEPH R WILLIAMS, ANNETTE WISONG,
KATHRYN KLEINSCHMIDT, SARAH HACOCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

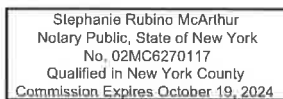


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

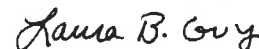


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of September, 2021.



Assistant Secretary

QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Legal Name of Bidder. If the corporate name of Bidder has changed within the last 5 years, provide information on the previous name. *Helix Group Inc.*
2. Permanent main office address. Provide name, address and telephone number of Bidder's corporate office, regional office(s) and subsidiaries, if any. *1375 Oakley Ind Blvd
Fairburn GA 30213*
3. Provide name, title and biographic summary of all corporate officers. *See Attached*
4. If a corporation, provide year of incorporation and where incorporated. *2018. GA*
5. How many years have you been engaged in the contracting business under your present firm or trade name? *3 years*
6. General character of work performed by your company. *Grading, utility, concrete, site, demolition*
7. Contracts on hand: (List all other projects currently under contract, the current contract amounts, scheduled completion dates and contact reference names for Owners on these jobs.) *± 10,000,000*
8. The Bidder must demonstrate a history of completing projects consistently on time and within the bid amount. Provide a statement that the applicant has not been involved in liquidated damages in the past five years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, provide an explanation. *Helix has not been involved in liquidated damages.*
9. Has Bidder ever failed to complete any work awarded to you? Provide a statement that the applicant has never failed to complete a project. If this is not the case, explain where and why. *NO.*
10. The Bidder has a history of not being involved in litigation against Owners or Engineering Firms. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner or Engineering Firm in the past five years. If this is not the case, explain.
11. The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased. *See Attached*
12. Experience in construction work similar in importance to this project. *See Attached*
13. The Bidder has available project management personnel with at least five-years experience on projects with the technical characteristics listed in paragraph 17 below to

SECTION 00470-2
QUALIFICATIONS OF BIDDER

complete the project. Provide **full resumes** for proposed project manager and field superintendent who would supervise and be in charge of the project. Experience can be from previous employment but must be pertinent to technical information in Item 17 (Below). If your firm is the successful bidder, at least both of these key personnel must be actively involved in the day-to-day operations on the proposed project.

14. The Bidder has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount. Provide a statement of bonding capacity, bonding company, insurance agent contact persons, and telephone numbers.

15. The Bidder must have adequate financial capacity to build the project. Provide a statement of credit available and a bank reference including contact information for verification.

16. Will the Bidder, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Stockbridge? Yes X No _____

17. The Bidder shall provide Technical Experience including information about two (2) similar projects completed in the United States during the last fifteen (15) years. The projects must have a scope of work similar to what is proposed herein with this project. Also provide a listing of your last 5 projects over \$400,000 for each reference project listed include the:

(a) Name of project as bid; name of Owner; name of engineering firm; name, position or title, address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.

(b) A complete description of each project.

(c) The bid amount and final cost to Owner, with an explanation of cost overrun, if any, including change orders.

(d) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Stockbridge, Georgia in verification of the recitals comprising the Statement of Bidder's Qualifications. Dated at _____ this 30 day of Sept, 2021.

Helix Group Inc
(Name of Bidder)

By Colleen Helix

Title CEO

SECTION 00470-3
QUALIFICATIONS OF BIDDER

State of GA

County of Fulton

Colleen Phillips, being duly sworn deposes and says
that he is CEO of Helix Group Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 30 day of Sept, 2021.

A. Brooke Muzik
NOTARY PUBLIC
Pike County
State of Georgia
My Comm. Expires 08/20/2024

A. Brooke Muzik
(Notary Public)

My Commission expires:

Aug. 20, 2024

END OF SECTION

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia

County of Henry

Colleen Phillips, being first duly sworn, deposed and says that:

(1) He is

CEO of
(owner, partner, officer, representative, or agent)

Helix Group Inc.
the Bidder that has submitted the attached Bid;

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Stockbridge (Local Public Agency) or any person interested in the proposed Contract and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

By: Coleen PhillipsTitle: CEOSubscribed and sworn to before me this 30 day of Sept., 2021ABMuzik
(Notary Public)My commission expires Aug. 20, 2024

_____, 20____

A. Brooke Muzik
NOTARY PUBLIC
Pike County
State of Georgia
My Comm. Expires 08/20/2024

END OF SECTION

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

1474483

Federal Work Authorization User Identification Number

12/3/2019

Date of Authorization

Helix Group Inc.

Name of Contractor

Burke St Sewer Rehab

Name of Project

CITY OF STOCKBRIDGE

Name of Public Employer

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

Executed on Sept., 30, 2024 in Fairburn (city), GA (state).

Colleen Phillips

Signature of Authorized Officer or Agent

Colleen Phillips CEO

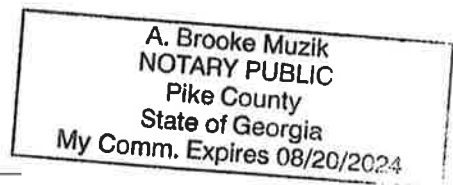
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 30 DAY OF Sept., 2024

Abraham
NOTARY PUBLIC

My Commission Expires: 8/20/2024



END OF SECTION

City of Stockbridge
Burke Street Sewer Rehabilitation

C & S Project No. S9100.035
July 2021
Revision 0

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of sub-contractor with whom such sub-contractor has privity of contract) and _____ (name of contractor) on behalf of **City of Stockbridge** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the sub-contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-contractor shall submit, at the time of such contract, this affidavit to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Additionally, the undersigned sub-contractor will forward notice of the receipt of any affidavit from a sub-contractor to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Sub-contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0009

Solicitation Title: City of Stockbridge Burke Street Sewer Rehabilitation

ATTENTION ALL POTENTIAL BIDDERS:

☒

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☐

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, September 30th, 2021.
2. The deadline for questions has changed. The deadline for questions is ~~August 27th~~, **September 3, 2021 (12:00 noon, EDT)**

ADDITIONS / CLARIFICATIONS / CORRECTIONS

Due to technical difficulties the pre-bid date has been modified.

A Non-Mandatory Pre-Bid Conference will be held online at www.cityofstockbridge.com/procuredivision on Thursday, ~~August 12th~~ **August 19 th, 2021** @ 10 a.m. EST. Via Cisco WebEx. Bidders' attendance and participation in the conference is not mandatory.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

Helix Group Inc.

Name of Company / Firm / Organization

Coleen Phillips CEO

Printed Name of Authorized Rep. / Title

Coleen Phillips 8/12/21

Signature of Authorized Representative / Date



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 2

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0009

Solicitation Title: City of Stockbridge Burke Street Sewer Rehabilitation

ATTENTION ALL POTENTIAL BIDDERS:

☒

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☐

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

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City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

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Helix Group Inc.

Name of Company / Firm / Organization

Coleen Phillips CEO

Printed Name of Authorized Rep. / Title

Coleen Phillips 8/12/21

Signature of Authorized Representative / Date



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 3

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0009

Solicitation Title: City of Stockbridge Burke Street Sewer Rehabilitation

ATTENTION ALL POTENTIAL BIDDERS:



MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.



Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.



Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, September 30th, 2021.
2. The deadline for questions has not changed. The deadline for questions was September 3, 2021 (12:00 noon, EDT)

QUESTIONS AND RESPONSES/ CLARIFICATIONS / CORRECTIONS

Questions 1. My firm saw an article where the City of Stockbridge approved various T-SPLOST projects and I wanted to ask will there be a public advertisement for all those projects, and will those projects require design and/or engineering?

Answer 1. All Procurement solicitations and specifications are advertised on the following websites.

- The City's website is located at <https://www.cityofstockbridge.com/default.aspx>
- Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
- Georgia Municipal Association <https://www.glga.org/SubmitListing>.

Question 2. Spec Section: 02530-11 / Sewer Lining for DI Fittings & Pipe

I just saw that questions may only get answered if submitted by Aug 27th.
I would like to request that Permox CTF™ be named in an addendum as an acceptable equal to Protecto 401. Because sourcing materials is challenging, it may help your city and the successful contractor to have known options.

Permox CTF™ is a premiere lining that has been in service for over 10 years - with millions of linear feet of DI pipe and hundreds of thousands of fittings; zero failures. It's been fully vetted by the ductile iron manufacturers. Here are a few highlights:

- Ceramic Novolac Epoxy
- Applied 40 mil Dry Film Thickness
- Coal Tar Free
- Zero Hazardous Air Polluting Solvents
- Low VOCs (less than 0.2 lbs/gal)
- 2500 Volt Tested to Ensure Holiday Free
- Std Green Color Makes Inspection Easier
- Min. 3-Year Ground Storage Warranty
- No Odor / Non-Flammable

Answer 2. Permox CTF is an acceptable equal to Protecto 401 for ductile iron pipe lining.

Question 3. Questions are as follow:

- Do you have an estimated Budget?
- What is projected start date?
- Can DIP be used in place of pvc?
- Due to fluctuating cost of pvc do you foresee a cost increase before job starts?

Answer 3. Responses are as follow:

- \$570,000.00.
- November 1, 2021.
- Yes, as long as the pipe is pressure class 350 with corrosion lining by one of the approved linings in the technical specifications or as included in this addendum.
- No.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Question 4. We downloaded the documents off of your website, but wanted to see if there was an official plan holders list that we needed to be added to in order to bid the above referenced project?

Answer 4. No. Bidders attendance and participation to the pre-bid conference was not mandatory to bid on the referenced solicitation.

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

Helix Group Inc.

Name of Company / Firm / Organization

Coleen Phillips CEO

Printed Name of Authorized Rep. / Title

Coleen Phillips 9/13/21

Signature of Authorized Representative / Date



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 4

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0009

Solicitation Title: City of Stockbridge Burke Street Sewer Rehabilitation

ATTENTION ALL POTENTIAL BIDDERS:

☒

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☐

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The ITB Due Date has changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, ~~September 30th~~, **October 7**, 2021.
2. The deadline for questions has not changed. The deadline for questions was September 3, 2021 (12:00 noon, EDT)

QUESTIONS AND RESPONSES/ CLARIFICATIONS / CORRECTIONS

Please see the attached specifications additions.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

Helix Group Inc.

Name of Company / Firm / Organization

Coleen Phillips CEO

Printed Name of Authorized Rep. / Title

Coleen Phillips 9/29/21

Signature of Authorized Representative / Date



**USI Insurance Services
National, Inc.**
1 Concourse Parkway NE
Suite 700
Atlanta, GA 30328

October 22, 2020

JE Dunn Construction

RE: **Bonding**

To Whom It May Concern:

It is our pleasure to inform you that since 2012, **Complete Demolition Services, LLC** has been in excellent standing with their surety **FCCI Insurance Company**. In addition, we are pleased to confirm that they ample bonding capacity (**\$5,000,000 single job and \$10,000,000 aggregate**) all of which is available to support projects if successful low bidder and would be in a position to issue a performance and payment bond for the project. Any decision regarding the extension of bonding credit is strictly between **Complete Demolition Services, LLC** and **FCCI Insurance Company** and no liability exists in its absence.

FCCI Insurance Company is rated A X by A. M. Best, the industry's leading independent rating agency. They are also approved by the U.S. Treasury Department and are licensed in all 50 states.

Complete Demolition Services, LLC and its principals enjoy an outstanding reputation and our firm is proud to be associated with them. If you need any additional information, please feel free to call me.

Sincerely,

A handwritten signature in dark ink, appearing to be "E. Mooney", written over a horizontal line.

Edward P. Mooney
470-428-9769
1575 Northside Dr., Bldg. 100, Suite 100
Atlanta, GA 30318

CITY OF FAIRBURN

2021

OCCUPATIONAL LICENSE
Post in a Conspicuous Place

HELIX GROUP, INC
1375 OAKLEY INDUSTRIAL BLVD
FAIRBURN, GA 30213

This Occupational Receipt Expires: December 31, 2021

License # 3016

Business Type: Industrial Building Construction

Owner's Name(s): JOHN AARON PHILLIPS
COLEEN PHILLIPS

By:

Arika Birdsong Miller
City Clerk

Date:

December 16, 2020

This is an occupation license tax only. The licensee must abide by all County and State laws; this certificate does not exempt the licensee from any other permit required by law. This is not a certification of the licensee's qualifications.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 01/13/2021 09:26:38

BUSINESS INFORMATION

BUSINESS NAME : Helix Group, INC
CONTROL NUMBER : 18067613
BUSINESS TYPE : Domestic Profit Corporation
ANNUAL REGISTRATION PERIOD : 2021

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA
REGISTERED AGENT NAME : Coleen Phillips
REGISTERED OFFICE ADDRESS : 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA
REGISTERED OFFICE COUNTY : Coweta
OFFICER
Coleen Phillips
Danny McElwaney
John Aaron Phillips
TITLE ADDRESS
CEO 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA
Secretary 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA
CFO 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA

COPIES TO AVOID BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA
REGISTERED AGENT NAME : Coleen Phillips
REGISTERED OFFICE ADDRESS : 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA
REGISTERED OFFICE COUNTY : Coweta
OFFICER
Coleen Phillips
Danny McElwaney
John Aaron Phillips
TITLE ADDRESS
CEO 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA
Secretary 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA
CFO 1375 Oakley Industrial Blvd, Fairburn, GA, 30213, USA

AUTHORIZER SIGNATURE

AUTHORIZER SIGNATURE : Coleen Phillips
AUTHORIZER TITLE : Officer



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE • 2019 • 2020 • 2021 • 2022

REGISTRATION • ELECTIONS • LICENSING • 2019 • 2020 • 2021 • 2022

Licensee Details

Licensee Information

Name: Helix Group Inc

Owner: John Aaron Phillips

Address: 1375 Oakley Industrial Blvd

Fairburn GA 30213

Primary Source License Information

Lic #: GCCO006476

Profession: Residential/General Contractor

Type: General Contractor Company

Secondary:

Method: Application

Status: Active

Issued: 10/9/2019

Expires: 6/30/2022

Last Renewal Date: 4/6/2020

Associated Licenses

Relationship: Supervisor

Licensee: Phillips, John Aaron

License Type: General Contractor Qualifying Agent

License #: GCQA006474

License Status: Active

Established: 10/9/2019

Association Date: 10/8/2019

Expiry:

Type: Prerequisite User

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 7, 2020 7:48:49

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302539

Helix Group Inc.
John Aaron Phillips
1375 Oakley Industrial Blvd
Fairburn GA 30213

Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 01/08/2020

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Helix Group Inc.
1375 Oakley Industrial Blvd
Fairburn GA 30213



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC302539

Helix Group Inc.
John Aaron Phillips
1375 Oakley Industrial Blvd
Fairburn GA 30213

Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 01/08/2020



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF REVENUE

COMMERCIAL & ELECTRICAL LICENSING DIVISION

Licensee Details

Licensee Information

Name: Helix Group Inc.	Owner: John Aaron Phillips
Address: 1375 Oakley Industrial Blvd	
Fairburn GA 30213	

Primary Source License Information

Lic #:	UC302539	Profession:	Utility	Type:	Utility Contractor
Secondary:		Method:	Application	Status:	Active
Issued:	1/8/2020	Expires:	4/30/2021	Last Renewal Date:	

Associated Licenses

Relationship: Supervisor					
Licensee:	Tyler, Donald Shannon	License Type:	Utility Manager		
License #:	UM101751	License Status:	Active		
Established:		Association Date:	10/30/2020	Expiry:	
Type:	Prerequisite User				
Relationship: Supervisor					
Licensee:	Warford, Charles Raymond, Sr	License Type:	Utility Manager		
License #:	UM102275	License Status:	Active		
Established:	1/8/2020	Association Date:	9/23/2019	Expiry: 7/27/2020	
Type:	Prerequisite User				

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: November 4, 2020 13:28:30

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Edward Mcfee Shipley

Address: 75 Thomas Overby Drive

Sharpsburg GA 30277

Primary Source License Information

Lic #: UM000434

Profession: Utility

Type: Utility Manager

Secondary:

Method: Examination

Status: Active

Issued: 4/14/1994

Expires: 4/30/2023

Last Renewal Date: 3/25/2021

Associated Licenses

Relationship: Supervisor

Licensee: Helix Group Inc.

License Type: Utility Contractor

License #: UC302539

License Status: Active

Established:

Association Date: 4/5/2021

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: September 3, 2021 15:33:49

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.

Helix Group Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > _____
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) > _____
- ☐ C Corporation
- ☒ S Corporation
- ☐ Partnership
- ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1375 Oakley Industrial Blvd

6 City, state, and ZIP code

Fairburn GA 30213

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

8 3 - 0 8 0 5 1 1 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person >

Date >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2021

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

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

PRODUCER
The Harbin Agency, Inc.
PO Box 1130
215 Greencastle Road
Tyrone GA 30290

CONTACT NAME: Stacey W. Skeen

PHONE (A/C, No, Ext): 770-461-4315

FAX (A/C, No): 770-461-3359

E-MAIL ADDRESS: staceys@harbinagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Frankenmuth Mutual Insurance Company

13986

INSURER B: American Interstate Insurance

31895

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Helix Group Inc.
1375 Oakley Industrial Blvd
Fairburn GA 30213

HELIGRO-01

COVERAGES

CERTIFICATE NUMBER: 2023632370

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6651525	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6651524	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6651525	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCGA2938142020	11/1/2020	11/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			6651525	11/1/2020	11/1/2021	\$1,750,000 Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grading, Site Utilities and Civil Construction Company

Contractor's Pollution Liability
#CPLMOL101831
Evanston Insurance Company
12/20/2019 - 11/1/2021
\$1,000,000 Each Pollution Condition Limit
\$1,000,000 Aggregate
See Attached...

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

Marcus H. Harlin Jr.

© 1988-2015 ACORD CORPORATION. All rights reserved.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 9, 2021

CERTIFICATE OF QUALIFICATION
Vendor ID: 17043

Helix Group, Inc
1375 Oakley Industrial Blvd.
Fairburn, GA 30213

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date stated above and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$47,700,000.00

CERTIFICATE EXPIRES: May 31, 2023

PRIMARY WORK CLASS/CODE: 550

SECONDARY WORK CLASS(ES)/CODE(S): 310, 441, 452, 500, 660, 668 and 670

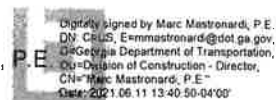
The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.



Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA

a partnership between
The Georgia Department of Transportation
and
The Metropolitan Atlanta Rapid Transit Authority

September 2, 2020

Ms. Coleen Phillips
Helix Group Inc.
1375 Oakley Industrial Blvd
Fairburn, GA 30213

ANNIVERSARY DATE: September 2

Ms. Phillips:

CONGRATULATIONS! On behalf of the Georgia Unified Certification Program (GUCP), this letter is to inform you that Helix Group Inc. has been verified as a Disadvantaged Business Enterprise (DBE) and will be added to the GUCP database at www.dot.ga.gov.

While the GUCP has reviewed your records and established that Helix Group Inc. has met the regulations, Helix Group Inc. must inform the GUCP of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to GUCP within 30 days will be deemed a failure to cooperate and will result in immediate action to remove DBE certification in accordance with 49 CFR Part 26, Section 26.83 (j).

Though DBE Certification is continuous, it is contingent upon your firm annually submitting evidence of program eligibility through this office. Firms certified by MARTA must enter the completed and signed Annual Affidavit for Continuing Eligibility document into the automated system, <https://marta.diversitysoftware.com>, before your anniversary date in order to continue your firm's eligibility as a DBE.

It is important to note that Helix Group Inc. will receive no further letters or notices regarding the status of your certification as long as eligibility is maintained. Please retain a copy of this letter to confirm Helix Group Inc.'s continued eligibility.

In conjunction with your status as a DBE, your firm is certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

Business Description:

Utility Construction, Water and Sewer Line Construction, Demolition Contractor

Commodity Codes:

NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION
NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 238910: DEMOLITION CONTRACTOR

Sincerely,

Paula M. Nash
Executive Director
Metropolitan Atlanta Rapid Transit Authority

© 1999 Blackwell Science Ltd *Journal of Internal Medicine* 245: 109–114

Business Name is equal to Helix Group Inc.



DeKalb County

G E O R G I A

DeKalb County Government
Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030
DekalbFirstLSBE@dekalbcountyga.gov

June 10, 2021

Coleen Phillips, CEO
HELIX GROUP, INC
1375 Oakley Industrial Blvd
Fairburn, GA 30213

Re: DeKalb LSBE CERTIFICATION:

☐ LSBE DeKalb (within DeKalb County)

☒ LSBE-MSA (within the Metro Statistical Area)

EXPIRES: June 30, 2024

Dear Coleen Phillips,

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must submit a Notarized Application at least ninety (90) days prior to expiration date in this letter.

Please be advised, the LSBE Program Team reserves the right to schedule on-site inspections of any business certified under this program. Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email applications@dekalblsbe.info. Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business. Supplier Registration is available online at www.dekalbcountyga.gov/isupplier.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

Cathryn G. Horner, Chief Procurement Officer
DeKalb County Department of Purchasing & Contracting



CITY OF ATLANTA

SUITE 5100

68 MITCHELL STREET, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: www.atlantaga.gov

Keisha Lance Bottoms
Mayor

OFFICE OF CONTRACT COMPLIANCE

Bruce T. Bell
Interim Director

January 4, 2021

Mrs. Colleen Phillips
Helix Group, Inc. (an affiliate of AM Construction, LLC)
1375 Oakley Industrial Blvd.
Fairburn, GA 30213

ANNIVERSARY DATE: January 4

Dear Mrs. Phillips:

Your firm has been certified as a(n) **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years. You will receive a notice to submit a Biennial Affidavit of No Change form approximately four (4) weeks prior to your anniversary date. The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an SBE. Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your certification expiration date.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Bruce T. Bell, Interim Director
Mayor's Office of Contract Compliance

BTB/mp

Certification #: 2021-26-007

Supplier ID #: 2004956

Phone #: (470) 491-4500

Business: utility construction; water and sewer line related structures construction; demolition contracting

Carol J. Rogers
Director

September 29, 2020

Coleen Phillips
Helix Group, Inc.
1575 Oakley Industrial Boulevard
Fairburn, GA 30213

Re: Small Local Business Enterprise (SLBE) Certification Program
Certification Number: SLBE-2009-51,9
Expiration Date: 09-29-2023

Dear Ms. Phillips,

Congratulations! You have successfully completed an application for certification with Clayton County. Your firm has been certified. In recognition of your certification, please attach a copy of this letter with each bid and proposal whether you submit as a Prime Contractor or Subcontractor.

We are pleased to certify your firm with Clayton County for a period of three years, beginning with the date of this letter. Prior to ninety (90) days of expiration, we ask that you submit an application for recertification, preventing a separation between certifications. Although you are certified we may conduct a site visit to your business location to verify the information contained in your application at any time.

Certification does not guarantee any present or future contracts with Clayton County. All registered vendors must take the necessary steps to become a part of the County procurement process and bid competitively for business. You may visit our website for bids and proposals at www.claytoncountyga.gov.

You are also required to register in our certified vendor management system. Once you are certified, please visit: www.claytoncountyga.gov

Again, we are pleased that you chose to become a vendor with us. We look forward to doing business with you.

Sincerely,

Carol J. Rogers, OCA, GCPA
Director of Central Services

CR gw



CLAYTON COUNTY CENTRAL SERVICES

ROUTING AND TRANSMITTAL SLIP

DATE: 09-22-2020

TO: NAME(S)

INITIALS

DATE

1. Tami McKenzie

2. Jeliz Williams

3. Carol J. Rogers

4.

5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

Project Name, Number and Description of Documents Routed

Helix Group, Inc — SLBE Certification

FROM: G. V. BROWN, Sr.



Providing Quality Water and Quality Services to Our Community

October 13, 2020

Coleen Phillips, CEO/Owner
Helix Group Inc
1375 Oakley Industrial Blvd
Fairburn, GA 30213

RE: **Small Local Business Enterprise (SLBE) Program**
Certification Number SLBE-2010-03
Expires: October 13, 2022

Coleen Phillips, CEO/Owner:

The Clayton County Water Authority has reviewed your Small Local Business Enterprise Provisional Certification Application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined for participation in the Clayton County Water Authority Small Local Business Enterprise Program.

Your firm has been provisionally certified as a **Small Local Business Enterprise (SLBE)** with the Clayton County Water Authority. Your certification will last for a period of two (2) years from the date on this certification letter. Please attach a copy of this certification letter with each bid or proposal you submit as a prime or sub-contractor. Additionally, you are required to register as a CCWA vendor if have not already done so. You may access our online vendor registration at www.ccwa.us.

At the end of your 2-year term you will qualify for a 2nd 2-year provisional term. These terms **DO NOT** have to run consecutively. After completion of the 2nd term, applicants must recertify with our General Application for a 5-year general term by providing the general application and supporting documents. *Please be advised, Contract Compliance and Risk Management reserves the right to schedule on-site inspections of any business certified under this program.*

Your firm's information will appear in the Clayton County Water Authority's Certified SLBEs listing which can be accessed through our website at www.ccwa.us. **Certification does not guarantee** any present or future contracts with Clayton County Water Authority. All certified/registered vendors must take the necessary steps to become a part of Clayton County Water Authority's procurement process and bid competitively for business.

It is your obligation to notify CCWA of any changes in ownership and/or control of your firm. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documentation within thirty (30) days of such change. You are also required to notify CCWA if your firm relocates outside of the eleven (11) county area specific to CCWA's SLBE program: **Clayton, Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale, Spalding and City of Atlanta.** Failure to provide notification of such changes may result in your firm being removed from the SLBE program.

As the SLBE program indicates, Clayton County Water Authority values equal opportunity among its business partners, and hopes to see them grow and prosper. Consequently, we are delighted to be able to assist your company by approving its participation in this program.

Sincerely,

Karen Riser
Risk Manager
Clayton County Water Authority



Carol J. Rogers
Director

September 29, 2020

Coleen Phillips
Helix Group, Inc.
1375 Oakley Industrial Boulevard
Fairburn, GA 30213

Re: Minority and Women Business Enterprise (MWBE) Certification Program
Certification Number: MWBE-2009-5119
Expiration Date: 09-29-2022

Dear Ms. Phillips,

Congratulations! You have successfully completed an application for certification with Clayton County. Your firm has been certified. In recognition of your certification, please attach a copy of this letter with each bid and proposal whether you submit as a Prime Contractor or Subcontractor.

We are pleased to certify your firm with Clayton County for a period of two years, beginning with the date of this letter. Prior to ninety (90) days of expiration, we ask that you submit an application for recertification, preventing a separation between certifications. Although you are certified we may conduct a site visit to your business location to verify the information contained in your application at any time.

Certification does not guarantee any present or future contracts with Clayton County. All registered vendors must take the necessary steps to become a part of the County procurement process and bid competitively for business. You may visit our website for bids and proposals at www.claytoncountyga.gov.

You are also required to register in our certified vendor management system. Once you are certified, please visit www.claytoncountyga.gov for more information.

Again, we are pleased that you have chosen to become a vendor with us. We look forward to doing business with you.

Sincerely,

Carol J. Rogers, CCA, GCFA
Director of Central Services

CJR/gw



CLAYTON COUNTY CENTRAL SERVICES

ROUTING AND TRANSMITTAL SLIP

DATE: 09-22-2020

TO: NAME(S)

INITIALS

DATE

1. Tami McKenzie

2. Jaliz Williams

3. Carol J. Rogers

4.

5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

Project Name, Number and Description of Documents Routed

Halix Group, Inc -- MWBE Certification

FROM: G. Wilcoxson



HELIX GROUP

1375 Oakley Industrial Blvd
Fairburn, GA 30213
P: 470-491-4500 | F: 470-491-4514

EQUIPMENT LIST

EQ MAKE	EQUIPMENT MODEL	EQ #	YEAR	VIN/SERIAL #	PURCHASE DATE
	24IN HENSLEY BUCKET WITH DUMMY PINS & TEETH	BU-01		N/A	12/31/2019
	SKID STEER ANGLE BROOM		2019	N/A	12/31/2019
	COMBO BUCKET		2019	N/A	12/31/2019
KOMATSU	D39PX-24 CRAWLER DOZER	DZ-01	2015	KMTOD130PHA095980	12/31/2019
KOMATSU	D39PX-24 CRAWLER DOZER	DZ-02		95964	12/31/2019
KOMATSU	D-61 PXI-24 CRAWLER DOZER	DZ-03	2018	40905	12/31/2019
KOMATSU	PC210LC-11 HYDRAULIC EXCAVATOR W/OUT THUMB	EX-01		80422	12/31/2019
KOMATSU	PC210LC-11 HYDRAULIC EXCAVATOR W/THUMB	EX-02	2015	KMTPC257JHTC80412	12/31/2019
BOBCAT	MINI EX E85	EX-03	2015	834T12224	12/31/2019
TAKEUCHI	MIDI EX TB290	EX-04		185104810	12/31/2019
KOBELCO	EXCAVATOR SK350LC-9E	EX-05	2017	YC13-13101	12/31/2019
JOHN DEER	I35G FT4 EXCAVATOR	EX-06	2019	1FF135GXKF501418	6/30/2020
KOMATSU	PC35MR-5 MINI EX	EX-07	2020	31757	10/20/2020
KOMATSU	MOTOR GRADER 555	MG-01	2010	55097	12/31/2019
KOMATSU	HM350 OFF ROAD TRUCK 1	OR-01	2006	A10038	12/31/2019
KOMATSU	HM350 OFF ROAD TRUCK 2	OR-02	2006	A10039	12/31/2019
KOMATSU	HM350 OFF ROAD TRUCK 3	OR-03	2005	A10004	12/31/2019
HAMM	H71P ROLLER	ROL-01	2017	M2816771R2220	12/31/2019
BOMAG	ROLLER BW145DH-40	ROL-02	2012	901581601014	12/31/2019
TAKEUCHI	SKID STEER - TL10	SS-01	2012	410001259	12/31/2019
TAKEUCHI	SKID STEER - TL12 (CMPT TRK LOADER W/ BUCKET)	SS-03		412100989	12/31/2019
KOMATSU	WHEEL LOADER WA270	WL-01	2018	428766	12/31/2019
TOPCON	HYPER V KIT		2018		12/31/2019
TOPCON	HYPER V ROVER 915		2018		12/31/2019
CATERPILLAR	963K CRAWLER LOADER	LD-02	2016	1BL00184	10/13/2020
McElroy	Tracstar 412 Fusion Machine	FM-01			
KUBOTA	RTV 4x4 Utility Cart	CT-01	2014	31736	12/31/2019
NORTHSTAR	TOWABLE PRESSURE WASHER	PW-01			
	WATER WAGON	WW-01			
STIHL	FS-11LR	N/A	2020	524516870	8/18/2020
STIHL	FS-11LR	N/A	2020	524515002	8/18/2020
RICE	HYDROSTATIC TEST PUMP DPH-3B	N/A	2019	51423	10/12/2020
DIAMOND PRO	CC1311HXL-18	N/A	2016	154404	11/19/2020

GEORGIA

DRIVER'S LICENSE

DL



DL No. 033479206
DOB 01/01/1975
SEX F
EYES BRN
HAIR BRN
HT 5'00"
WT 110 LB
CLASS 1
EXPIRATION DATE 01/01/2012
ENDORSEMENTS
RESTRICTIONS
ENDORSEMENTS
RESTRICTIONS



USA

Georgia

Department of Transportation

COMMERCIAL DRIVER'S
LICENSE



DL NO 051336715 DOB 09/13/1988
CLASS AM EXP 09/18/2025

JOHN AARON
PHILLIPS

68 BETHLEHEM CHURCH RD
MORELAND GA 30259-2307
COWETA

Restrictions LD End No
Iss 04/19/2018

Sex M Eyes BRO
Hgt 5'10" Wgt 165

DDI 341937579270041795



[Signature]

PROFESSIONAL SUMMARY:

Dynamic, results-oriented leader with a strong track record of performance in turnaround and high-paced organizations. Utilizes keen analysis and insight with a team approach to drive organizational improvements and implementation of best practices. Superior interpersonal skills, capable of resolving multiple and complex (sales, human resources, legal, financial, operational) issues and motivating staff to peak performance.

EDUCATION:

Master of Science in Nursing – AG-ACNP – August 2019

RN to BSN; University of West Georgia - April 2016

Registered Nurse; West Georgia Technical College - May 2012

SKILLS:

- » Strategy, Vision & Mission Planning
- » Sales & Marketing Leadership
- » Profitability & Cost Analysis
- » Programs, Services & Products
- » Billing, Collections & Cash Management
- » Contract Negotiations & Strategic Alliances
- » Finance, Budgeting & Cost Management
- » Public Relations & Media Affairs
- » Policy & Procedure Development
- » Government Regulations & Relations
- » Human Resources Management
- » Team Building & Performance Improvement

EXPERIENCE:

CEO – Helix Group Inc.: Fairburn, GA 01/01/2019 - Current

- » Income Statement Oversight
- » Responsible for management of all client programs and projects including client relationships, staffing, contract management, as well as employee relationship management.
- » Responsible for all aspects of human resources, onboarding, payroll, and employee relations.
- » Establish and maintained company policies and procedures.
- » Initially performed and then managed all accounting functions of the firm (A/P, A/R, payroll, cash flow projections, budgeting, proposal work, etc.)
- » Data entry in QuickBooks and other software programs
- » Human Resource Compliance
- » Contract Administration
- » Qualification initialization and management
- » Review and determine necessity of major expenditures
- » Secure, modify, and maintain commercial insurance policies
- » Secure, modify, and maintain health coverage for employees
- » 401K administration management / Other employee benefits as necessary
- » Surety Management
- » Safety program administration & compliance coordinator
- » Manage 25+ staff members

COO – AMCON Industrial: Newnan, GA 01/2013-Current

- » Oversight of company fleet and operations
- » Oversight of company Controller and staff
- » Management and guidance of VP to average of 150 employees
- » Customer Service/Manager
- » Management of procurement
- » Management of Accounts Payable/Accounts Receivable Cash Flow
- » Established and maintained company policies and procedures
- » Bank deposits
- » Data entry in software programs
- » Contract Administration
- » Safety program administration & compliance coordinator

DANNY MCELWANEY

have 2 years' experience as a division manager 8 years Foreman/ field supervisor over grading and pipe crews. 4 years' experience as operator Completing various projects ranging from county road projects to heavy highway, airport, and private sector developments. Private and public sector Water and sewer projects

EXPERIENCE

JAN 2020 – PRESENT

PRESIDENT, HELIX GROUP INC

MANAGE DAILY ACTIVITIES OF A FOR COMPLETE DIVISION CONSISTING OF 3 GRADING AND PIPE CREWS, 2 CONCRETE CREWS, AND A TRUCKING DEPARTMENT. COMPLETING VARIOUS HIGHWAY GRADING AND UTILITY PROJECTS.

MAY 2018 – DEC 2019

DIVISION MANAGER, AM CONSTRUCTION LLC

Manage daily activities of a for complete division consisting of 3 grading and pipe crews, 2 concrete crews, and a trucking department. Completing various highway grading and utility projects.

2016 – MAY 2018

OWNER, CEADER CREEK GRADING

Owner operator of small commercial and residential grading and pipe company completing various small subdivision developments with utilities. Several small commercial expansions such as parking lots, buildings. Several storm waters projects. Had a running contract for utility repairs with Brent Scarborough and company.

2014 – 2016

GENERAL SUPERINTENDENT, MCCARTHY IMPROVEMENT COMPANY

Superintendent of various grading and pipe and pavement projects at Hartsfield international airport Atlanta Ga.

2010 – 2014

EQUIPMENT MANAGER, MCCARTHY IMPROVEMENT COMPANY

Head of the equipment department for the southeast division of McCarthy improvement company Managing 9 field mechanics 4 lowboys, all outside dump trucks, equipment purchase, and repairs. Covering Georgia, Florida, Alabama, Tennessee, south and North Carolina, as well as Puerto Rico.

SKILLS

Blue prints
TopCon models
Equipment management
Heavy bid

Utility foreman
Heavy Equipment operator
Time Management.
excel



HELIX GROUP

Overview

President

YEARS OF EXPERIENCE

Eleven

EXPERTISE

Heavy Civil Construction
Industrial Fabrication
Commercial Building

CERTIFICATION

GA Unlimited General Contractor
OSHA 10
OSHA 30
OSHA 500
2G Weld
4G Weld
6G Weld
Rigging and Heavy Lifting
CDL

PROFESSIONAL AFFILIATIONS

GUCA

John Aaron Phillips, Vice President

Aaron has been in the construction industry for over a decade. Through that time, Aaron has grown not only his skillset, but his company.

Aaron's skillset includes the evaluation, planning, design, and construction administration of industrial, municipal, and commercial projects. His experience also includes; process piping, sheet metal fabrication, millwright and rigging, industrial maintenance, and heavy civil and engineering work.

EXPERIENCE

Heavy Civil Construction

Concrete – Slabs, Curb, Walls
Parking Lots
Roadways
Dirt Work and Grading
Pedestrian Bridges

Industrial Fabrication & Maintenance

Pneumatic Supply Systems
Facility Water Distribution
Lubrication Delivery Systems
Propane and Gas Systems
Machinery Alignment
Heavy Rigging
Platforms and Catwalks

Commercial Building

Concrete
Freezers
Interior Finish
Tilt Buildings
Dirt work and Grading
Tool and Prototype Design
Architectural Design

Additional details and information furnished upon request regarding specific services delivered.

Certification

Helix Group Inc

Has Been Certified As A

DRUG-FREE WORK PLACE

And Is Awarded this Certification By The State Board of Workers' Compensation

December 07, 2020

December 07, 2021



Handwritten signature
CHAIRMAN



CREDIT REFERENCES

Helix Group, Inc.
1375 Oakley Industrial Blvd.
Fairburn, GA 30213

Contact: Coleen Phillips, CEO
Fed ID Number: 83-0805119

NAICS: 237310, 238910, 237110, 238110
Started: 2018

Bank Reference: United Community Bank
Commercial Credit Inquiries P: 770.252.1699
Account Number: 2095123051
Contact: ANGIE FRANCIS
Email: angie_francis@ucbi.com

Trade References: Concrete Supply Company
PO Box 313
Fayetteville, GA 30213
Attn: Burt Baily
burt@cscga.com
P: (678)410-0518

Parts South
4145 Bonsal Rd
Conley, GA 30288
Attn: Terri Waddell- Credit Manager
twaddell@partssouth.com
P: (770)774-3580

Flint Equipment
4500 Wendell Dr SW
Atlanta, GA 30336
Attn: Alton Reed- Finance Manager
areed@flintequipco.com
P: (404)691-9445

To ensure proper processing, all **AP Invoices** should be sent to: payables@helixgroupinc.com
If invoices are sent to any other address, payment or processing time are not guaranteed.

Thompson Trucking
PO Box 750
Tyrone, GA 30290
Attn: Jessica Thompson
Jessica@thompsontruckingco.com
P: (404)379-9126

Thomas Concrete
PO Box 725569
Atlanta, GA 31139
TCG_credit@thomasconcrete.com
P: (770)431-3300 Option 2

Vulcan Materials
PO Box 101131
Atlanta GA 30392
Attn: Ayanna Durrant- Credit Manager
durranta@vmcmail.com

Concrete and Masonry Supply
538 SE Broad St
Fairburn, GA 30213
Attn: Michelle Robinson
concretemasonry@bellsouth.net
P: (770)964-9175

United Rentals
PO Box 100711
Atlanta GA 30384-0711
Attn: Mara Amo- Credit Manager
P: (212)333-6600 Ext. 84802

Pro Contractor Supply
PO Box 87
Oakwood, GA 30566
Attn: Angela Cochran
angela@procontractorsupplyinc.com
P: (770)287-8555



References

Spalding County North Hill Street

Location: Griffin, Ga

Original Contract: \$1,119,812.34

Contract Amount: \$1,119,812.34

Scope: Installation of approximately 1550 linear feet of 6 inch DIP water main and related appurtenances, removal of approximately 3570 linear feet of 8-inch DIP sanitary sewer main, replacement of five (5) sanitary sewer manholes, and related concrete patching and asphalt overlay of the streets in the project area.

Date Complete: June 2020

% Complete: 100%

Name & Address of Owner's Engineer: Paragon Consulting Group

Phone: 770-412-7700

Contact: Jason Graham

Northgate HS Sanitary Sewer Phase 1 - Coweta County Water Authority

Location: Newnan, Ga

Original Contract: \$3,257,576.67

Contract Amount: \$3,257,576.67

Scope: Approximately 20,520 LF of 6" & 8" PC 350 DIP & DR 11 HDPE Force Main and 3,700 LF of 8" PC 350 DIP & SDR 26 PVC Gravity Sewer. Northgate HS Pump Station : 2- Flygt NP 3153 SH 276; 23 HP, 374 gmp @90.4 ft TDH and Pete Road Pump Station: 2 Flygt NP 3153 SH 276; 23 HP, 220 gmp @ 117.0 ft TDH

Date Complete: November 2020

% Complete: 100%

Name & Address of Owner's Engineer: GMC Network

Phone: 770-952-2481

Contact: Tony Van De Ryt

Northgate HS Sanitary Sewer Phase 2 - Coweta County School Systems

Location: Newnan, Ga

Original Contract: \$988,967.10

Contract Amount: \$988,967.10

Scope: Includes approx 20,520 LF of 6" & 8" PC 350 DIP & DR 11 HDPE Force Main and 3,700 L.F. of 8" PC 350 DIP & SDR 26 PVC Gravity Sewer. Northgate HS Pump Station : 2 - Flygt NP 3153 SH 276; 23 HP, 374 gmp @ 90.4 ft TDH and Pete Road Pump Station: 2 - Flygt NP 3453 SH 276; 23 HP, 220 gpm @ 117.0 ft. TDH

Date Complete: November 2020

% Complete: 100%

Name & Address of Owner's Engineer: GMC Network

Phone: 770-952-2481

Contact: Tony Van De Ryt

Dogwood Trail Culvert Replacement

Location: Fayetteville, Ga

Original Contract: \$963K

Contract Amount: \$963K

Scope: demolition of the existing CMP culvert under Dogwood Trail and the installation of 80 linear feet of 48'X14' concrete bottomless arch culvert along with the relocation of the existing utilities in the area. The Work shall be completed within 135 days following the date of the Pre-Construction meeting. The Work to be completed in this timeframe includes, but is not limited to: utility relocation, review and approval of shop drawings, fabrication of precast culvert, installation of culvert and appurtenances, and final stabilization

Date Complete: July 2020

% Complete: 100%

Name & Address of Owner's Engineer: Pond Engineering/ Peachtree City, Ga

Phone: 678-336-7740

Contact: Courtney Hassenzahl / 770-305-5229

Macon Group 2

Location: Macon, Ga

Original Contract: \$2M

Contract Amount: \$2M

Scope: he work consists of: Erosion control items, Utility items, including utility company coordination; + 180 LF 8" sanitary sewer main relocation; temporary water main relocation

- Pipe rehabilitation of existing corrugated metal pipes, including joint grouting; + 35 LF of invert paving; + 790 SF of centrifugally cast concrete pipe lining repair

- New and/or replacement construction, including + 1,512 LF of RCP (15" -to- 108"); + 104 LF of concrete arch pipe (various sizes); + 16 drainage structures (drop inlets, storm drainage manholes); + 16 concrete headwalls / wing walls / aprons

- Surface repair, including + 520 LF of concrete curb and gutter; + 1,300 TN of GAB; + 250 TN of RAC; + 1300 SY of concrete pavement; + 350 SY of concrete driveway

Date Complete: December 2020

% Complete: 100%

Name & Address of Owner's Engineer: Hofstadter & Associates, Inc

Phone: 478-757-1169

Contact: John Fry

Clayton County - Steele/ Stagecoach Road reconstruction

Location: Clayton County

Original Contract: \$5,657,771.15

Contract Amount: \$5,657,771.15

Scope: utility and site package to upgrade an existing industrial facility for a new company, force mains, fire main, pavement, grading, clearing

Date Complete: May 2020

% Complete: 100%

Name & Address of Owner's Engineer: Clayton County dept of transportation & development engineering services division

Phone: 678-538-5273 **Contact:** Calvin Duncan/ 404-450-0742

Morton Buildings

Location: 625 Dennis Smith Road. Pine Mountain, Ga (Roland Thacker)

Original Contract: \$14,600.00

Contract Amount: \$14,600.00

Scope: Prepare 100' x150' pad Concrete Slab & Additional M10 /Material for footings 100'x 150'. Various other jobs with Morton Buildings.

Date Complete: 2/2020

% Complete: 100%

Name & Address of Owner's Engineer: n/a

Phone: 470-446-7955

Contact: Andrew Potter

Town of Tyrone - Tyone Drainage**Original Contract: \$91,846.50****Contract Amount: \$91,846.50****Scope:** removal of existing storm drain and installation of storm drain located at the Steeplechase Subdivision, McDonough, Georgia**Date Complete:** April 2020**% Complete:** 100%**Name & Address of Owner's Engineer:** 140 Henry Parkway, McDonough, Ga. 30253**Phone:** 770-288-6265**Contact:** Roque Romero-Muniz**Lithia Way Stormwater****Location:** Douglasville, Ga.**Original Contract:** \$202K**Contract Amount:** \$202K**Scope:** The work to be performed shall include the removal of approximately 35 linear feet (LF) of 36" corrugated metal pipe (CMP), 20 LF of 12" CMP, two brick columns, existing trees, a block wall, and pavement. The Project will also include the installation of approximately 35 LF of 4'x9' box culvert, 2 headwalls with aprons (GDOT STD Detail 1125), a 2" water line, four 8" 45° Bends with thrust blocks, two 8" gate valves, along with landscaping and grading and erosion control associated with the installation of these items. The project also includes coordinating with utility companies to relocate facilities as required, including a utility pole and gas line.**Date Complete:** 5-21-20**% Complete:** 100%**Name & Address of Owner's Engineer:** Rindt-McDuff**Phone:** 770-427-8123 x123**Contact:** Brian Hart**McDonough Parking Lot****Location:** McDonough, Ga.**Original Contract:** \$429K**Contract Amount:** \$429K**Scope:** This project will be constructed at 41 Hampton Street, McDonough, GA 30253. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project in accordance with the Contract Documents. This project includes but is not limited to the required erosion and sediment control, traffic control, demolition, grading, site improvements, utilities, landscaping, and all other appurtenances necessary to complete an approximately 13,500 S.F. permeable concrete paver park lot for the City of McDonough's "Parking Lot" project.**Date Complete:** April 2020**% Complete:** 100%**Name & Address of Owner's Engineer:** Falcon Design**Phone:** 770-427-8123 x123 A57**Contact:** Skip Layton**Park & Ride****Location:** Fairburn, Ga**Original Contract:** \$1,473,828.29**Contract Amount:** \$1,473,828.29**Scope:** consists of the furnishing of all materials, labor and equipment for the complete construction of a 200-space park and ride lot that is being designed on the southeast side of SR 74 in the vicinity of the Georgia Power Transmission Lines and will be constructed in 2019. This project will serve commuters who are interested in carpooling or vanpooling. Future expansion will include bus pull outs and shelters. The project will relieve traffic at peak hours and is fully supported by all local jurisdictions, businesses, and the South Fulton CID. A construction time frame of 270 days.

Date Complete: Mar 2020	
% Complete: 100%	
Name & Address of Owner's Engineer: Southeastern Engineering / Fairburn, Ga.	
Phone: 770-964-2244 (306)	Contact: Lester Thompson
Pine Mountain Drainage -CBDG Project	
Location: Pine Mountain, Ga.	
Original Contract: \$985K	
Contract Amount: \$985K	
Scope: Installation of approximately 450 linear feet of 76" x 48" elliptical RCP storm pipe, 430 linear feet of 68" x 43" elliptical RCP storm pipe, 250 linear feet of 60" x 38" elliptical RCP storm pipe, 310 linear feet of 24" RCP storm pipe, associated storm drainage structures, grading, curb and gutter, and appurtenances. The project also consists of relocation of approximately 160 linear feet of 6" water main and appurtenances along King and Blanchard Avenues.	
Date Complete: December 2019	
% Complete: 100%	
Name & Address of Owner's Engineer: Precision Planning (PPI)	
Phone: 678-593-0637	Contact: Joe Walter
Douglasville, Bottlebrush Drive	
Location: Douglasville, Ga.	
Original Contract: \$266K	
Contract Amount: \$266K	
Scope: Includes the removal and replacement of two (2) double wing catch basins; removal of 30 linear feet (LF) of 18-inch Corrugated Metal Pipe (CMP) and replacement with 30 LF of 24-inch Reinforced Concrete Pipe (RCP) via open cut; the removal of 124 LF of 24-inch CMP and replacement with 30-inch RCP via open cut; the installation of one (1) 30-inch concrete headwall and rip rap apron at the 30-inch RCP outfall; the removal of an existing 60-inch CMP culvert and replacement with a six-foot high by seven-foot wide reinforced concrete box (RCB) culvert which is buried one foot; the removal of concrete headwalls associated with the existing 60-inch CMP culvert and replacement with concrete headwalls for the six-foot high by seven-foot wide RCB culvert; the installation of rip rap apron at the RCB outfall; the replacement of any removed or damaged asphalt, driveways, and/or concrete curb and gutter; the hauling off and proper disposal of any removed or demolished materials	
Date Complete: December 2019	
% Complete: 100%	
Name & Address of Owner's Engineer: Freese & Nichols / Atlanta Ga	
Phone: 678-593-0637	Contact: Jamie Joyner
ICT	
Location: Cartersville, Ga	
Original Contract: \$297K	
Contract Amount: \$297K	
Scope: Structure Removal/Demo	
Date Complete: Mid September 2019	
% Complete: 100%	
Name & Address of Owner's Engineer: Innovative Chemical Technologies / Cartersville Ga	
Phone: 770-607-9340	Contact: Michael Tweedy

Lagrange Job Waterline**Location:** Lagrange, Ga**Original Contract:** \$98,436.00**Contract Amount:** \$71,006.50 (removed 2 jack&bore)**Scope:** 3000' water main extension**Date Complete:** 8/3/18**% Complete:** 100%**Name & Address of Owner's Engineer:** City of Lagrange 200 Ridley Ave. Lagrange, Ga. 30240**Phone:** 706-883-2046**Contact:** Terry Pike**Purina Fairburn****Location:** Fairburn**Original Contract:** \$170,240.00**Contract Amount:** \$170,240.00**Scope:** demo existing for in food grade facility install new footings for new walls and repour floor.**Date Complete:** 2018**% Complete:** 100%**Name & Address of Owner's Engineer:** Prime Engineering Inc. 3715 Northside Pkwy, NW Atlanta, ga. 30327**Phone:** 404-425-7100 **Contact:** Charles Thomas/ 470-222-9449**Purina Hartwell****Location:** Hartwell**Original Contract:** \$3,987,862.00**Contract Amount:** \$7,832,414.00 (change Force Mains to Stainless Steel from HDPE, Change pavement details, lots of additional add**Scope:** utility and site package to upgrade an existing industrial facility for a new company, force mains, fire main, pavement, grading, clearing**Date Complete:** January 2019**% Complete:** 100%**Name & Address of Owner's Engineer:** Ashley Haffer NPPC St. Louis**Phone:** 706-805-5176 **Contact:** Shawn Wheeler**Planterra Ridge Intersection upgrades- PTC****Location:** Peachtree City Ga**Original Contract:** \$987,456.00**Contract Amount:** \$972,918.00 (reduction in asphalt, additional bore, additional light)**Scope:** Add additional turn lanes, remove/ relocate light poles, and side walks**Date Complete:** January 2019**% Complete:** 100%**Name & Address of Owner's Engineer:** David Borkowski**Phone:** 770-632-4267 **Contact:** David Borkowski**Phillips Dr- Henry Co****Location:** Henry County**Original Contract:** \$1,300,000.00**Contract Amount:** \$1,300,000.00**Scope:** install new curb and storm drainage with new side walks**Date Complete:** 2017**% Complete:** 100%**Name & Address of Owner's Engineer:** Henry county transportation

Phone: 770-288-6027 - Office (PM is no longer at Henry County)

Fielder Rd- Clayton Co

Location: Clayton County

Original Contract: \$767,000.00

Contract Amount: \$767,000.00

Scope: street scape and lighting package

Date Complete: 2017

% Complete: 100%

Name & Address of Owner's Engineer: Clayton County dept of transportation & development engineering services division

Phone: 678-538-5273 **Contact:** Bakkary Jatta/ 678-538-5273

CDBG District Park 2 - Phase 1 - City of Griffin

Location: Griffin, GA

Original Contract: \$997,385.50

Current Amount: \$1,004,059.50

Scope: Installation of DIP water lines, sanitary sewer manholes, related concrete patching and asphalt overlay

Date Complete: APR 2021

% Complete: 100%

Name & Address of Owner's Engineer: Paragon Consulting Group

Phone: 770-412-7700 **Contact:** Jason Graham

Cascade Rd Over Branch of Utoy Creek - South Fulton

Location: South Fulton, GA

Original Contract: \$1,305,954.38

Current Amount: \$1,325,484.38

Scope: Culvert Replacement

Date Complete: TBD

% Complete: 89%

Name & Address of Owner's Engineer: Jacob's Engineering

Phone: 470-512-5207 **Contact:** Lee Upkins

Clayton St at Nash St Parking Lot - Lawrenceville, GA

Location: Lawrenceville, GA

Original Contract: \$382,757.29

Current Amount: \$444,299.29

Scope: Parking lot construction - demolition, grading, concrete, and asphalt paving

Date Complete: 2020

% Complete: 100%

Name & Address of Owner's Engineer: City of Lawrenceville Engineering Department

Phone: Johannes Louw **Contact:** 678-618-2839

6300 Highlands Parkway - Smyrna, GA

Location: Smyrna, GA

Original Contract: \$533,188.00

Current Amount: \$841,238.75

Scope: Demolition, grading, concrete, asphalt paving, and utilities.

Date Complete: 2021

% Complete: 100%

Name & Address of Owner's Engineer: Evans General Contracting

Phone: Barbara Kann **Contact:** 678-713-7619

High Shoals Falls Parking Lot - Paulding County**Location:** Paulding County, GA**Original Contract:** \$133,299.71**Current Amount:** \$149,101.94**Scope:** Parking lot construction - demolition, grading, concrete, and asphalt paving**Date Complete:** 2021**% Complete:** 100%**Name & Address of Owner's Engineer:** Paulding County**Phone:** Rick McCarty **Contact:** 770-445-4759**Hilltop Community CDBG - Pike County****Location:** Pike County, GA**Original Contract:** \$398,174.95**Current Amount:** \$408,047.95**Scope:** Storm Drainage and Street Improvements, Hill Top Community**Date Complete:** TBD**% Complete:** 50%**Name & Address of Owner's Engineer:** Hofstadter & Associates**Phone:** Hayes Hofstadter **Contact:** 478-757-1169**Sacred Journey Hospice- Newnan, GA****Location:** Newnan, GA**Original Contract:** \$132,136.00**Current Amount:** \$132,136.00**Scope:** Grading, Storm, Sewer, Fire Line, Domestic Water, Erosion Control**Date Complete:** TBD**% Complete:** 92%**Name & Address of Owner's Engineer:** Tomco Construction**Phone:** Jay Boland **Contact:** 770-683-2333**Southern States Bank Oak Hill - Newnan, GA****Location:** Newnan, GA**Original Contract:** \$169,000.00**Current Amount:** \$169,000.00**Scope:** Grading, Storm, Sewer, Fire Line, Domestic Water, Erosion Control**Date Complete:** TBD**% Complete:** 81%**Name & Address of Owner's Engineer:** Tomco Construction**Phone:** Joe Williams **Contact:** 770-683-2333**Blacksmith Solar Project- Leslie, GA****Location:** Leslie, GA**Original Contract:** \$1,943,180.00**Current Amount:** \$1,943,180.00**Scope:** Grading, Storm, Sewer, Fire Line, Domestic Water, Erosion Control**Date Complete:** TBD**% Complete:** 48%**Name & Address of Owner's Engineer:** GA Power**Phone:** Cliff Evans **Contact:** 404.968.1310

Contractor shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. Contractor shall further be entitled to a change order for any and all time and costs associated with said epidemic(s).



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

November 8, 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: Contract Amount of \$270,000 for the Cultural Arts Center

FROM ACCOUNT: Non-Departmental Budget using code 100-15110-521100 for Consultant Fees for \$50,000. Contract Amount of \$270,000 for the Cultural Arts Center

PRESENTER: Lindell Y. Miller/Mayor Anthony Ford

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL NUMBER (RFP) 18RFP111918-DRR-COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER

BACKGROUND INFORMATION:

The City Manager's Office is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 18RFP111918-DRR, Community Development Construction Project Manager with Keck & Wood, Inc. RFP Number, 18RFP111918-DRR for Community Development Construction Project Manager was approved by Council on May 13th, 2019.

The initial contract term of the Agreement is for one (1) year, with one (1) year automatic renewal options.

STAFF RECOMMENDATION:

The City Manager's Office is requesting City Council's approval to renew the term Contract pursuant to Request For Proposal (RFP) Number 18RFP111918-DRR, Community Development Construction Project Manager, between Keck & Wood, 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.

The initial contract term of the Agreement is for one (1) year, with one (1) year automatic renewal options.

The contract expires December 2021. The City Manager's office is requesting a contract renewal through December 2022, and the Procurement renewal process of this contract was approved by the City Manager.

On August 31, 2021, the Council approved the proposal from Keck & Wood, Inc, for the amount of \$270,000, to provide Professional Services from Keck & Wood, Inc, for Program Management Services for the design bidding and construction of the Stockbridge Cultural Center.

The purpose of this contract is to provide project management to include but not limited to Under limited supervision, plans, coordinates, administers and manages multiple projects as assigned, including but not limited to Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the City Manager's office.

The City Manager's office has determined that Keck & Wood, Inc, has performed all work in accordance with the contract requirements, and have provided quality service to the City.

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.

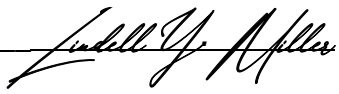
Exhibit 1 – Keck & Wood Proposal

Exhibit 2 – Contract Agreement

Exhibit 3 - User Department Request to renew

Fiscal Impact: Funds will be provided from Non-Departmental Budget using code 100-15110-521100 for Consultant Fees for \$50,000. Contract Amount of \$270,000 for the Cultural Art Center.

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_____

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 29, 2019 ("Effective Date") between City of Stockbridge ("Owner") and Keck & Wood, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Construction Project Manager ("Project").

Engineer's services under this Agreement are generally identified as follows: Perform the primary job summary under limited supervision, plans, coordinates, administers and manages multiple projects as assigned, including but not limited to Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Owner and the public; and performs other duties as assigned by the Owner. Assist the Owner to launch the Plan, establish its program definition, budget and schedule, and direct and control the various tasks required for implementation and completion of the Plan. The attached RFP response is hereby incorporated into the agreement and as part of the definition of services. ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time, or within a specific time specified in individual assignments.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. This Agreement shall automatically terminate on December 31, 2019 and on each succeeding December 31. It will automatically renew on January 1, 2020, and each succeeding January 1 unless terminated in accordance with its terms.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner

fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1 shall apply from the date of this agreement until December 31, 2019. After December 31, 2019, the Standard Hourly Rates for the Engineer shall be adjusted annually on January 1 to reflect equitable changes in compensation due to inflation. The adjustment shall be less than or equal to the change in the Consumer Price Index published by the U.S. Department of Labor for the period.
3. For services and reimbursable expenses of Sub-consultants employed by the Engineer, the amount billed to the Engineer therefore times a factor of 1.10.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Engineer's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Stockbridge

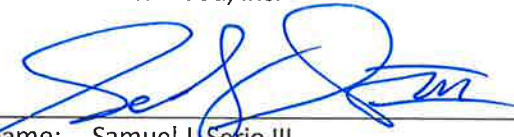
Engineer: Keck & Wood, Inc.

By: 

Print name: Anthony S. Ford

Title: Mayor

Date Signed: 10/28/2019

By: 

Print name: Samuel J. Serio III

Title: Vice President

Date Signed: 5/29/2019

Address for Owner's receipt of notices:

City of Stockbridge

Finance Department

4640 North Henry Boulevard

Stockbridge, Georgia 30281

Address for Engineer's receipt of notices:

Keck & Wood, Inc.

3090 Premiere Parkway

Suite 200

Duluth, Georgia 30097


Vanessa K. Holiday
10/29/2019





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
August 31, 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, AUGUST 31, 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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES

- 1 Draft Minutes July 6, 2021
- 2 Draft Minutes July 12, 2021
- 3 Draft Minutes July 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.

PRESENTATION

- 4 Emergency Preparedness - Henry County - Presented by: Don Ash Henry County EMA Director

PUBLIC HEARING

- 5 Council Consideration to approve the Annual 2021-2026 (STWP) Short-Term Work Program & (CIE) Capital Improvement Element Update for Transmission to the ARC (Atlanta Regional Commission) - Presented by: Brecca Johnson

NEW BUSINESS

- 6 Council Consideration to approve the Voting Precinct Changes for Stockbridge Municipal Elections - Presented by: Vanessa Holiday, Quinton Washington, Jeremy Berry
- 7 Council Consideration to Amend Section 11.26 of the Stockbridge Code of Ordinances - Presented by: Quinton Washington
- 8 Council consideration to approve Task Order No. 35 with Carter & Sloope - Wastewater Treatment Plant Pole Barn Design in the amount of \$62,500.00 - Presented by: Decius Aaron, Brad Holtsinger
- 9 Council consideration to approve Site Engineering to raise fifty-eight (58) manholes throughout the City in the amount of \$93,300.00 - Presented by: Decius Aaron, Brad Holtsinger
- 10 Council Consideration to approve TSW Architectural On-Call Services - City of Stockbridge No. 22 Project Assignment Agreement for Cultural Art Center Design, Construction Documents, & Construction Administration - Presented by: Randy Knighton
- 11 Council Consideration to approve Keck & Wood, Inc. for professional services in assisting the City with Program Management Services for the Design, Bidding, and Construction of the Stockbridge Cultural Arts Center. - Presented by: Randy Knighton
- 12 Council Consideration to appoint members to the Main Street Advisory Board - Presented by: Kira Harris- Braggs
- 13 Council Consideration to amend Procurement Manual Revisions - Presented by: Jeremy Berry, Quinton Washington

MAYOR'S COMMENTS (Mayor Anthony Ford)**EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)**

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS- □ Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Sept 10) □ City Council Meeting at 6:00 p.m. Via Zoom 2nd Monday of each month

(Sep 14) □ Youth Council Meeting, 5:30 p.m. Via Zoom - 2nd Wednesday of each month (Sep 8) □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Sep 21) □ Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Sep 21) □ Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Sep 23) □ City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each (Sep 28).
CITY EVENT/INITIATIVES Please join Councilwoman Barber at the Merle Manders Conference Center for FREE Zumba (Fitness in the Park) this Saturday and every Saturday through September 25th at 8 a.m. at Clark Park 111 Davis Rd. Here's your opportunity to Meet the Mayor, and voice your questions and/or concerns Monday, September 20, 2021 from 10 a.m. to noon. Call City Hall to schedule an appointment. 770-389-7900. Stockbridge Amphitheater Grand Opening featuring Award-Winning Musical Giants Gladys Knight and Patti Labelle, Saturday, September 25th at 7:00 p.m.

ADJOURNMENT



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 31, 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 V
- ☐ 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:

Program Management Services for the Design, Bidding and Construction of the Stockbridge Cultural Arts Center.

BACKGROUND INFORMATION:

Proposal to provide professional services form Keck and Wood the city Project Manager in assisting the City of Stockbridge ("City") with Program Management Services for the Design, Bidding and Construction of the Stockbridge Cultural Arts Center

SIGNATURES:

CITY MANAGER 

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

\$270,000

ATTACHMENTS: ☒

June 7, 2021

Mr. Randy Knighton, City Manager
City of Stockbridge

Sent via email: rknighton@cityofstockbridge-ga.gov

Re: Task Order Proposal – Cultural Arts Center
K+W Ref. No. 211020.00

Dear Mr. Knighton:

Keck & Wood, Inc. (“K+W”) appreciates this opportunity of presenting a proposal to provide professional services in assisting the City of Stockbridge (“City”) with Program Management Services for the Design, Bidding and Construction of the Stockbridge Cultural Arts Center. Consideration of our firm for this assignment is most appreciated. This assignment will be performed under the terms and conditions of the Agreement signed by the City of Stockbridge and Keck & Wood, Inc. on May 29, 2019 and renewed on March 29, 2021.

Scope of Services: During the Design Phase K+W will:

- coordinate, on behalf of the Owner, obtaining sources to conduct due diligence activities,
- assist the Owner and Architect in developing the program requirements of the project,
- provide service as requested by the Owner, including assisting in land acquisitions, zoning, permitting, etc.,
- provide frequent reporting (as requested by the Owner), to Owner’s agents, including the City Manager and the City Council,
- develop, with the input of the Architect, a preconstruction schedule which will establish the timeline of activities leading up to the start of construction. This schedule will also include activities and milestones for decisions and actions by the Owner,
- determine a meeting schedule for the purpose of reviewing the progress of the program and for deliberating and deciding pertinent issues,
- keep notes of the meetings and issue minutes which will document all decisions made,
- will review the information that is completed by the Architect as a part of the Design Development. This includes: developing the basis for structural components, identifying exterior building components and materials, identifying interior finish materials, door and window schedules, reflected ceiling plans, roof plans, interior and exterior wall sections and schedules, narratives and basic design of building systems (air-conditioning, plumbing, electrical systems, etc.),
- oversee the activities of the Architect during the Design Phase,
- facilitate obtaining budget costs from the Architect based on the documents provided by the Architect, and approved by the Owner, at the end of the Schematic Phase,
- Develop and maintain Owner’s overall project budget.
- Provide monthly updates and reports reflecting budget updates, committed expenditures, and actual expenditures. Report will include a projected total project over/under report,
- Provide cash flow projections and analysis at points required by the Owner and/or owner’s financing agent,

- obtain progress sets from the Architect at various intervals during the Design Phase to ensure the progress of the documents, and to review the details for compliance with the Owner's program, to provide input on the viability of the details, and look for long term operations and maintenance concerns,
- participate in a pricing exercise and review a revised budget model based on the documents provided by the Architect, and approved by the Owner, at the end of the Design Phase,
- Upon completion of the Construction Documents, host a review session with the Owner to review the Documents. The Owner's program will be reviewed, and the documents analyzed to ensure conformance.

During the Construction Phase K+W will:

- convene weekly meetings with the Architect and the Owner, issue minutes of these meetings. The meetings will include a discussion of quality issues, the schedule, change order pricing, information requests, the submittal and procurement process, and other miscellaneous items,
- make quality control inspections before each meeting,
- make unscheduled job inspection visits at other times,
- evaluate the schedule each week and will advise the Owner,
- advise the Owner on the timing of decisions required. These may include color selections, keying systems, scope changes, signage requirements, etc.,
- Update Owner's overall project budget.
- obtain pricing from the Architect for any change order work that arises,
- make cost evaluations in conjunction with the Architect. All change order pricing will be discussed with the Owner prior to issuing to the Architect.
- Review "as-built" plans weekly for accuracy
- Provide monthly updates and reports reflecting budget updates, committed expenditures, and actual expenditures. Report will include a projected total project over/under report.

Compensation: Compensation for work performed shall be 1.5% of the budgeted \$18,000,000 project cost (\$270,000) according to the estimated hours noted in the chart below. Once per month during the existence of the contract, the Engineer shall submit to the City an invoice for payment based on the actual work performed for the project though the invoice period. Should additional services be required, we are happy to provide those services according to our hourly rate schedule or an agreed upon lump sum. Our proposed fees are as follows:

	Hours per Phase
Task	
Design Phase	520
Construction Phase	848
Total Hours	1368
Total Cost	\$270,000.00

Schedule: Design and Permitting 12-15 Months, Construction 12 -14 Months – Total 24-29 Months

Please contact me if you have any questions or concerns at 770-712-2004.

Sincerely,
KECK & WOOD, INC.

A handwritten signature in blue ink, appearing to read 'Eric C. Pitts', with a stylized flourish at the end.

Eric C. Pitts, P.E.
Vice President

CITY OF STOCKBRIDGE



**RFP # 18RFP111918-DRR
COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER**

**RFP ISSUANCE DATE:
NOVEMBER 19, 2018**

**PRE-PROPOSAL CONFERENCE DATE:
DECEMBER 5, 2018 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:
DECEMBER 7, 2018 @ 3:00 P.M. EST**

**RFP DUE DATE AND TIME:
DECEMBER 20, 2018 @ 12:00 P.M. EST (NOON)**

CONSULTANTS INTERVIEWS WILL BE CONDUCTED DURING 01/07/19 – 01/11/19

**ALL INQUIRIES MUST BE DIRECTED TO:
Donald R. Riley, CPPB, Procurement Specialist
VIA E-MAIL AT: DRILEY@CITYOFSTOCKBRIDGE-GA.GOV**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

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SECTION 1 INFORMATION AND INSTRUCTIONS

1. **Services Required:** This Request for Proposals (“RFP”) from qualified Consultants (“Consultant” or “Consultants”) by the City of Stockbridge (“City”) is seeking a PROJECT MANAGER for COMMUNITY DEVELOPMENT within the City of Stockbridge, Georgia. A detailed Scope of Services (“SOS”) is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Consultant acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Consultant and team member shall have the minimum experience set forth in this RFP.
4. **Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **No Offer by City and Firm Offer by Consultant:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Consultant to form an agreement. This solicitation is only an invitation for offers from interested Consultants and no offer shall bind the City. A Consultant’s offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City’s Code of Ordinances and other applicable law.
6. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and fifty (150) calendar days from the Proposal Submission Deadline and must be marked as such.
7. **Proposal Submission Deadline:** Responses to this RFP must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Wednesday, December 20, 2018.** Any Proposal received after this time will not be considered and will be rejected and returned.
8. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Wednesday, December 4, 2018 at 10:00 A.M., E.S.T.** at the City of Stockbridge – City Hall – 2nd Floor City Council Meeting Hall – 4640 North Henry Boulevard, Stockbridge, Georgia 30281. Attendance at the Pre-Proposal Conference is voluntary for Consultants responding to this RFP; however, Consultants are encouraged to attend. During the Pre-Qualification Conference, the general requirements of the project will be discussed. Any questions raised by potential Consultants will be discussed. Verbal answers to questions during the Pre-Qualification Conference will not be authoritative. Each Consultant must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be

subsequently incorporated into an addendum to the solicitation documents.

- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to driley@cityofstockbridge-ga.gov, on or before **Friday, December 7, 2018 at 3:00 P.M. EST.** Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Consultants by addendum. Verbal responses are not authoritative. It is the responsibility of each Consultant to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at www.cityofstockbridgega.com. No Consultant may rely on any verbal response to any question submitted concerning this RFP. All Consultants and representatives of Consultants are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Consultant concerning this RFP must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Consultant, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Consultants.
- 11. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 *et. seq.* Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]"
- 12. Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B: Insurance. Consultant must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Consultant, if any. For purposes of this section, "Consultant" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each joint venture partner if Consultant is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Consultant and its consideration of such information in determining whether a Consultant is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Consultant and attached to this RFP. Further, if this RFP requires a successful Consultant that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Consultant must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Consultant if an Agreement is awarded to it Consultant.
- 14. Sub-Contractors and Manufacturers:** Consultants are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

15. Examination of Proposal Documents:

- 15.1. Each Consultant is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Consultant, who is deemed to have included all costs for performance of the Services in its Proposal;
- 15.2. Each Consultant shall promptly notify City in writing should the Consultant find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Consultants;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time;
- 15.4. Each Consultant must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the RFP in its entirety.

16. Oral Presentations/Interviews: Responsive Consultants may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the Key Personnel as identified in the Consultant's proposal, and those with decision making ability and authority speak on behalf of and to bind the Consultant, must be active participants in the oral presentation. The City will notify responsive Consultants of the date, time and location for the presentation, and will supply an agenda or topics for discussion. **Interviews will be conducted during the week of January 7 – January 11, 2019.**

17. Award and Execution of Agreement: If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Consultant an Agreement for execution. All Consultants should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Consultants response to the Request for Proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Consultant should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Consultant by the City of Stockbridge City Council, the City will provide the Consultant with five (5) unsigned agreements. The Consultant shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this RFP or required by the City, within ten (10) calendar days of receipt of the contracts.

18. Multiple Awards: The City reserves, in its sole discretion, the option to award to multiple Consultants. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

-
- 19. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Consultant must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Proposal at the time of submission. Under state law, the City cannot consider any Proposal which does not include the completed forms. Where the business structure of a Consultant is such that Consultant is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Consultant must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Consultant itself. Where the business structure of a Consultant does not require it to obtain an EIN, each entity comprising Consultant must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Consultants intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.
- 20. Business License:** Consultant is requested to submit a copy of its current, valid business license with its Proposal. If the Consultant is a Georgia corporation, Consultant is requested to submit a valid City or city business license. If Consultant is a joint venture, Consultant is requested to submit valid business licenses for each member of the joint venture. If the Consultant is not a Georgia corporation, Consultant is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
- 21. Professional License:** Consultant must attach a copy any professional license required by this RFP with its response.
- 22. Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
- 23. Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
- 24. Conflict of Interest:** Consultants are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP #18RFP111918-DRR, Community Development Construction Project Manager for Stockbridge, Georgia. Except as stated in this RFP, Information and Instructions to Consultants, and the Notice to Consultants concerning Conflicts of Interests, successful Consultants under this RFP are not precluded from responding to such solicitations.
- 25. Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.

-
- 26. Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- 27. Negotiations; Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Consultant's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Consultant during discussions or negotiations may be held by the City as contractually binding upon Consultant. The City may seek clarification from a Consultant at any time during the procurement process, and failure of a Consultant to timely respond may be cause for rejection of Consultant's proposal.

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SUBMITTAL CHECKLIST

RFP #18RFP111918-DRR, COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER

SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your proposal;
2. It is the sole responsibility of each Consultant to ensure that their proposal is inclusive of all submittals outlined below or elsewhere in this RFP;
3. **Failure to submit any of the items below may cause rejection of the proposal;**
4. The proposal documents must be submitted as follows: one (1) Original Technical Proposal marked "Original" and five (5) identical copies including all required attachments; and five (5) digital version of the Technical Proposal in Adobe Portable Document Format ("PDF") on a Compact Disk ("CD")/ Flash Drive ("FD") and labeled with the Name and Number of the RFP;
5. The City assumes no liability for the differences in the information contained in the Consultants printed proposal submission and that contained on the CD/FD. In the event of any discrepancy, the City will rely upon the information in the printed proposal submission;
6. **The Cost Proposal must be submitted in a Separate and Sealed envelope.** Do not include Cost in the Technical Proposal. Any modification to the Cost Proposal may result in a proposal being deemed Non-Responsive; and
7. The City shall not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

<u>DOCUMENTATION DESCRIPTION</u>	<u>INITIAL IF INCLUDED</u>
1. ADDENDA (IF APPLICABLE)	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. PROPOSAL (1 ORIGINAL & 5 COPIES & 5 DIGITAL COPIES)	_____
4. REQUIRED FORM SUBMITTALS (FORM B)	_____
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	_____
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	_____
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	_____
FORM 4: INELIGIBILITY CERTIFICATE	_____
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	_____
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	_____
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	_____
FORM 8: CERTIFICATION REGARDING LOBBYING	_____
FORM 9: PROPOSAL SUBMITTAL LETTER	_____
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	_____
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	_____
FORM 12: REFERENCE AND RELEASE FORM	_____
FORM 13: CERTIFICATION OF ACCEPTANCE OF RFP REQUIREMENTS	_____
5. BUSINESS LICENSE/PROFESSIONAL LICENSES	_____
6. W-9 FORM	_____
7. COST PROPOSAL (SEPARATE SEALED ENVELOPE)	_____

Printed Name	Title	Date
Signature	Firm Name	
Phone Number	Email Address	

INTRODUCTION

RFP #18RFP111918-DRR, COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER FOR THE CITY OF STOCKBRIDGE, GEORGIA

The City Council of Stockbridge, Georgia (City) requests qualified Consultant/Consultants with proven experience as a Project Manager with a Construction Management background to submit proposals for RFP #18RFP111918-DRR, Community Development Construction Project Manager to the City of Stockbridge, Georgia. The City is seeking a qualified consultant to provide project management to include but not limited to Under limited supervision, plans, coordinates, administers and manages multiple projects as assigned, including but not limited to Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Director of Community Development and the public; and performs other duties as assigned by the Director of Community Development.

3. INTRODUCTION

3.1.BACKGROUND

The City of Stockbridge is located in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry County has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is a suburban community just minutes south of Atlanta a straight drive down Interstate 75-South. As 2010 statistics indicate, the City is densely populated with approximately 25,636 residents located within a 13.4 square mile geographical area. It has a relaxed, small town atmosphere, but with all the amenities of a major metropolitan area. An attractive lifestyle, business opportunities, a fine public educational system including a four (4) year college, and a great deal of tourism located all within the City limits. Stockbridge is a highly attractive place to live, work and play. Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. The Mayor and City Council members are elected at large. This elected body is responsible for the active coordination of community resources, to anticipate problems and meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the smooth and efficient delivery of City Services. All activities and functions of the City are administered by the City Manager and City Clerk and are under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

3.2 OBJECTIVE

- 3.2.1. The City is looking for a Consultant/Consultants to perform the primary job summary under limited supervision, plans, coordinates, administers and manages multiple projects as assigned, including but not limited to Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Director of Community Development and the public; and performs other duties as assigned by the Director of Community Development.
- 3.2.2. The selected Project Management Team (PMT) will assist the City's staff to launch the Plan, establish its program definition, budget and schedule, and direct and control the various tasks required for implementation and completion of the Plan.
- 3.2.3. To be qualified, the Proposer's Project Management Team (PMT) or individual must possess a Bachelor's degree in construction management, civil engineering, urban planning, business administration, public administration, property management, or directly related field preferred. Master's degree in one of the above is preferred, along with at least seven (7) years of project management experience preferably in the public sector.

3.3 INTENT TO AWARD

The City intends to award to one (1) Consultant who can provide all of the required services. However, the City reserves the right to make one (1) award, multiple awards or no award for RFP #18RFP111918-DRR, Community Development Construction Project Manager for the City of Stockbridge, Georgia.

3.4 TERM OF AGREEMENT

The Contract shall commence within ten (10) calendar days after receipt of written notice to proceed. The term of this Agreement shall be for one (1) year with no renewable options. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City for One (1) year from the issuance of the Notice To Proceed (NTP) in which it was executed, unless amended or terminated earlier in accordance with the termination provisions of this agreement.

3.5 CONFLICT OF INTEREST NOTICE TO CONSULTANTS

3.5.1 Consultant shall not be affiliated with any potential Consultant or show any bias

toward any particular company or provider.

- 3.5.2 All firms, Sub-consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the City's Projects shall be made to the City in the technical response of the firm's proposal, and in advance of assignment so that real or potential conflicts of interest can be avoided. The City reserves the right to identify any area where a conflict of interest may require limitation of potential Consultants.
- 3.5.3 In any circumstance where Consultant, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with the City and a dispute, claim or conflict of interest arises between the City and such provider under this agreement or another contract, the City may in its sole determination and discretion, suspend all existing work under this Agreement and may or may not issue any further work to the Provider under this Agreement unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Provider shall not be entitled to any additional costs of any kind resulting from such action except that Provider may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law.

3.6 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 3.6.1 Consultant must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Consultant to provide information concerning the responsibility of any sub-consultant or Sub-Contractor may result in a finding that the Consultant is not responsible.
- 3.6.2 All proposed sub-consultants and sub-contractors must be listed in the Consultants response. Consultant shall ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and

business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants.

- 3.6.3 Consultant must have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all Sub-Consultants and Sub-contractors engaged in the work of this RFP. The lack of a valid license from the Consultant or any Sub-consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a Sub-consultant or Sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.
- 3.6.4 All sub-consultants and sub-contractors must be approved by the City prior to performing. Consultant must receive written permission to add sub-consultants or sub-contractors not initially submitted with Consultant's response. Sub-consultants and sub-contractors shall not sub-contract any portion of their work pursuant this RFP without the written consent of the City. Failure of the Consultant to obtain from the City prior approval of each sub-consultant or sub-contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Consultant(s) and all permissible sanctions against the Consultant.

4. SCOPE OF SERVICES

The City of Stockbridge (hereafter referred to as "the City") will select a Project Management Team (PMT) or individual to support the implementation of The City of Stockbridge Capital Improvement Projects (CIP), Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Director of Community Development and the public; performs other duties as assigned by the Director of Community Development and related projects to the City of Stockbridge, Georgia as specified in this RFP and Attachment 1, Scope of Services (SOS), attached hereto and incorporated herein by reference.

5. MINIMUM REQUIREMENTS

Consultant shall satisfactorily demonstrate significant experience in working with municipalities and/or governmental agencies in Capital Improvement Projects (CIP),

Community Development Block Grant, and other highly responsible and complex specialized development projects; leads and oversees assigned projects; identify and define additional funding sources through grant preparation and submittal, assists in the development of long-short range CIP and Strategic Plans, provides information and assistance to the Director of Community Development and the public; and performs other duties as assigned by the Director of Community Development.. Consultant must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- 5.1.** The Contractor shall demonstrate knowledge, skills, abilities and experience in the following areas:
 - 5.1.1. Proposer shall provide a Project Manager and Any combination of education and experience that has provided the knowledge, skills and abilities necessary for satisfactory job performance.
 - 5.1.2. Bachelor's degree in construction management, civil engineering, urban planning, business administration, public administration, property management, or directly related field preferred. Master's degree in one of the above is preferred, along with at least three to seven years of project management experience preferably in the public sector.
 - 5.1.3. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and
 - 5.1.4. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, and project manager(s) assigned with the overall project coordination.
 - 5.1.5. Proposer must have, at a minimum, five (5) years relevant experience conducting analysis or process reviews for Professional Services related to Planning, Design, Engineering, Architectural services for entities comparable to the size of City of Stockbridge within the past five (5) years.
- 5.2.** Experience, knowledge and abilities necessary to provide architectural and engineering design services with a proven track record of having accurate information. Interested consultants should send a written proposal to the City of Stockbridge – City Hall Finance 4640 North Henry Boulevard Ground Floor Finance Department – Purchasing Division, Stockbridge, Georgia 30281.

6. EVALUATION PROCESS

The City desires to select the Consultant whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Relative Weight	Evaluation Criteria	Scoring Value Max. Points
5%	Executive Summary	5%
25%	Project Team Qualifications	25%
25%	Qualifications of Key Personnel	25%
10%	Availability of Key Personnel and Financial Consideration	10%
10%	Past Performance/References	10%
75%	POINTS	75%
25%	Cost Proposal	25%
100%	TOTAL EVALUATION POINTS	100%

7. PROPOSAL PREPARATION AND GUIDELINES

7.1 PROPOSAL FORMAT

Consultants are required to submit their proposals in the following format:

Technical Proposal. Consultants are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP.

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily. Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The City reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal Qualification submission requirements. All forms required by the City or provided by Consultant should be included. Please do not include any cost of any kind in this section

7.2 CONTENTS OF TECHNICAL PROPOSAL

The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment. The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with suggested a total page limit of 25 pages (excluding the Required Form Submittals).

7.2.1 Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant's approach to providing the Services solicited in this RFP.

7.3 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below. The Technical Proposal shall be

arranged and include content as described below:

Section 1 - Executive Summary (Two (2) page maximum)

Proposer shall submit their approach to the work as it relates to a task order contract, understanding of the contracts goals and objectives and a demonstrated understanding of the contracts potential problems and concerns in a brief executive summary.

Section 2 - Project Plan (Four (4) page maximum)

Proposer shall submit a Project Plan that shall contain the following information:

- 2.1. Name and corporate headquarter address, telephone number and e-mail address of one (1) individual to whom all future correspondence and/or communications will be directed from the prime Proposer's firm.
- 2.2. Project Plan: Proposer shall describe their approach in tracking each task order's success in completing the work identified in Attachment 1, Scope of Work and must identify all major tasks; planned reviews of work associated with each major task, at a minimum, and any other information that will assist in the planning and tracking this project successfully. A description of methodologies, including best practices and benchmarks to be used shall be included.
 - 2.2.1. Project Approach Work Plan: Proposer shall provide a project approach work plan that summarizes their quality control, method for coordination of disciplines, production methods, cost control, schedule control measures, goals and objectives. (Two page maximum)
 - 2.2.2. Project Schedule Control: Proposer shall demonstrate their understanding of the task order contract, and any potential problems and concerns. Schedules will be required for each task order. The schedule shall show the schedule control milestones and events through each phase of the design and engineering work, including City decision points and reviews and approvals by the City and permitting authorities having jurisdiction. (One page maximum)
 - 2.2.3. Project Cost Control: Proposer shall describe the construction cost estimating control used in designing and engineering each within the established budget. The Plan must show special cost control milestones and events through each phase of the design and engineering work; include City decision points, reviews and approvals by the City and permitting authorities having jurisdiction; quantity updates and alternatives. (One page maximum)

3.1. DUTIES MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- 3.1.1. Develops projects scope of work, coordinates and monitors project development teams, project schedules and budgets;

- 3.1.2. Develop a detailed project plan to track progress;
- 3.1.3. Assists in the development of long-short range CIP and Strategic Plans;
- 3.1.4. Serves as liaison between City personnel, contractors, consultants and the public for assigned projects;
- 3.1.5. Prepares and oversees project budgets, purchase orders, investigates project bids and requests for proposal, and makes recommendations to the Director of Community Development;
- 3.1.6. Insures that project plans and specifications are reviewed and approved for construction;
- 3.1.7. Ensure that all projects are delivered on-time, within scope and within budget;
- 3.1.8. Monitors project progress, attends project meetings, and prepares and submits weekly status reports to the Director of Community Development;
- 3.1.9. Create and maintain comprehensive project documentation;
- 3.1.10. Oversees project construction, ensures that the projects are constructed in accordance with the project's approved plans and specifications, and closes out project documentation and archives appropriate records;
- 3.1.11. Tracks all project costs and reviews and submits progress payments for approval;
- 3.1.12. Perform risk management to minimize project risks;
- 3.1.13. Performs a broad range of complex tasks and must work cooperatively with others;
- 3.1.14. Composes and prepares reports, correspondence, resolutions, agreements, and ordinances for the Director of Community Development and City Council;
- 3.1.15. Interfaces with other City Departments, outside agencies and consulting firms as necessary to complete assignments;
- 3.1.16. Under specific circumstances, may supervise or coordinate other staff in the performance of various tasks;
- 3.1.17. Coordinate internal resources and third parties/vendors for the flawless execution of projects;
- 3.1.18. Track project performance, specifically to analyze the successful completion of short and long-term goals;

3.1.19. Meet budgetary objectives and adjust project constraints based on financial analysis; and

3.1.20. Without additional compensation, employee shall perform such additional acts or duties as assign.

3.2 **KNOWLEDGE, SKILLS AND ABILITIES:**

3.2.1. Considerable knowledge of the principles, practices and techniques of contract administration, project management, budget, cost accounting, and scheduling; related laws, ordinances, policies and procedures;

3.2.2. General knowledge of contract administration, public administration, finance, purchasing, budgeting, and accounting;

3.2.3. Goal oriented and action-focused, pragmatic and self-disciplined, proficient at project planning, organization, communication, team motivation and delegation skills;

3.2.4. Ability to read and interpret engineering and architectural plans and specifications;

3.2.5. Strong interpersonal skills and ability to deal effectively in a team environment;

3.2.6. Group facilitation, mediation, and conflict resolution skills;

3.2.7. Skill in organizing resources and establishing priorities;

3.2.8. Ability to develop, plan, and implement short and long-range goals;

3.2.9. Ability to analyze complex problems, interpret project needs, and develop creative solutions;

3.2.10. Skill in the use of personal computers and software, e.g., Word, Excel, Power Point, Microsoft Project, AutoCAD, etc;

3.2.11. Ability to forecast, develop budgets and timelines;

3.2.12. Ability to review and track complex progress payment applications in a timely manner;

3.2.13. Ability to prepare written documents with clearly organized thoughts using proper sentence structure, punctuation and grammar;

3.2.14. Advanced verbal and written communication skills;

3.2.15. Ability to take responsibility and exercise good judgment in recognizing authority;

3.2.16. Ability to work without close supervision or direction in the accomplishment of assigned duties;

3.2.17. Ability to respond courteously, efficiently, and effectively to questions and inquiries from elected officials, members of commissions, boards and the public;

- 3.2.18. Ability to follow oral and written directions;
- 3.2.19. Ability to establish and maintain cooperative working relationships;
- 3.2.20. Ability to make public presentations; and
- 3.2.21. Ability to draft contracts and requests for proposal.

3.3 **SPECIAL REQUIREMENTS:**

Possession of or ability to obtain an appropriate Georgia driver's license and a satisfactory driving record.

This Scope of Work is intended to include a broad range of services and activities that may be performed in multiple Projects over a number of phases at the City's discretion in order to meet the City's needs in implementing its Capital Improvement Plan. Any agreement for these services may be non-exclusive. The City shall determine any work to be performed, and nothing in this RFP, or other solicitation documents, constitutes an assurance that a particular item of work may be designated as to be performed by the selected Proposer, therefore, the City reserves the right to add or delete projects as they deem necessary without any penalty from Proposer. It is the desire of the City to ensure the continuity and integrity of the Program as it is developed and implemented.

3.4 **ESSENTIAL ELEMENTS:**

- 3.4.1. Aptitudes - Eye/hand coordination, hearing/listening and smelling.
- 3.4.2. Physical Demands - Sitting, walking, reaching, grasping, lifting, manual dexterity, clear speech-complex, clear seeing, and driving (car).
- 3.4.3. Mental Requirements - Reading-complex, writing-complex, memorization, analyzing, perception, comprehension, judgment, and decision making. Ability to interpret and explain actions to the public, staff and City officials.
- 3.4.4. Work Environment - Considerable work with the public, staff and City Officials; verbal contact, face-to-face and telephone. Some work may require visiting the project sites.

Section 4 – Project Team Qualifications/Qualifications of Key Personnel

STAFFING

- 4.1. Proposer shall provide a Project Manager and Principle-in-Charge who have a minimum of five (5) years' experience providing Facilities Related Planning, Design, Engineering, Assessments, and Architectural services.
- 4.2. Proposer shall provide the resumes and license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Resumes shall be limited to no more than

three (3) pages per person and be organized according to the following:

- 4.2.1. Name and title;
 - 4.2.2. Professional Background;
 - 4.2.3. Current and Past Relevant Experience;
 - 4.2.4. Relevant Training and Education;
 - 4.2.5. Courses completed during the past five (5) Years;
 - 4.2.6. Previous Work Experience related to Facilities Related Planning, Design, Engineering, Assessments and Architectural services;
 - 4.2.7. Include two (2) references for each key personnel member on similar projects; and
 - 4.2.8. Include the role and responsibilities that each key personnel member will perform on this project.
- 4.3. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and
- 4.4. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, and project manager(s) assigned with the overall project coordination. This shall include the following associated persons:
- 4.4.1. Architectural Design & Specifications;
 - 4.4.2. Interior Design & Specifications;
 - 4.4.3. Furnishings Space Planning & FF&E Specifications;
 - 4.4.4. Civil Engineering & Specifications Structural Engineering & Specifications;
 - 4.4.5. Landscape Design & Specifications;
 - 4.4.6. Electrical Engineering & Specifications;
 - 4.4.7. Security/Fire Alarm/Communication Engineering & Specifications;
 - 4.4.8. Plumbing Engineering & Specifications;
 - 4.4.9. Fire Protection Engineering & Specifications;
 - 4.4.10. Mechanical Engineering & Specifications;
 - 4.4.11. Hardware Selection & Specifications;
 - 4.4.12. ADA Compliance Review of Drawings & Specifications;
 - 4.4.13. Certified Construction Cost Estimator;
 - 4.4.14. Commissioning Agent; and
 - 4.4.15. USGBC LEED Accredited Professional.
- 4.5. Proposer shall show the percentage of time key personnel will spend on this project during each phase of the project and provide information on the availability of all personnel proposed for this project assuming a NTP will be issued two (2) months from the date of proposal submittal. Response shall include a complete description of other commitments and anticipated completion dates for the personnel assigned to this project.

Availability of Key Personnel

Based on the project time schedule, state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and Principal-in-Charge:

- 4.5.1. Percentage of time key personnel will spend on this project; and
- 4.5.2. Current workload of key personnel

Section 5 - Project Schedule

Project schedules will be developed and implemented from 8:00 A.M. EST until 5:00 P.M. EST Monday through Friday excluding City Holidays and force majeure closures.

Section 6 – Financials

Financial Information Forms. To facilitate the City's efforts to evaluate, verify, and understand the Consultant's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Consultant must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Consultant" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

- 6.1. Instructions. If the Consultant is an individual, financial disclosures for that individual must be provided. If the Consultant is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Consultant is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Consultant (and its owners, if applicable) must submit copies of all financial disclosures with its proposal.
- 6.2. Financial Information: The Consultant, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one (1) of the following three (3) groups of requests below with the Proposal.
- 6.3. Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows; or
- 6.4. Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; or
- 6.5. Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance

Sheet; Satisfactory proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

Section 7 - Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 25 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 25, the total points allowed for cost. The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP): $\text{Lowest cost submitted} \div \text{Cost proposal} = \text{Cost proposal score}$. Each successive cost X Points allocated for cost in RFP = Cost proposal score.

Section 8 - Past Performance

- 8.1. Proposer must have, at a minimum, five (5) years relevant experience conducting analysis or process reviews for Standby Professional Services related to Planning, Design, Engineering, Architectural services for entities comparable to the size of City of Stockbridge within the past five (5) years.
 - 8.1.1. The name of the project, the owner, year performed and the project location.
 - 8.1.2. Facility description, a photo of the interior and exterior of the facility, indicate size, functions housed, completed cost, and, year completed.
 - 8.1.3. Services the proposing firm provided.
 - 8.1.4. Indicate whether participation was as the prime or sub-consultant.
 - 8.1.5. A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.
- 8.2. USGBC LEED: Submit project experience where LEED was initiated for design, engineering and construction. This information will be used to verify LEED experience if the City elects to pursue a Silver LEED rating for this project. If no LEED experience, indicate "None."
 - 8.2.1. Indicate name of LEED Accredited Professional;
 - 8.2.2. Indicate LEED project certified rating(s) achieved or submitted for; and
 - 8.2.3. Include a copy of LEED certification.

SECTION 4 PROPOSAL FORMS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL Proposals **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Proposal Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form

Form 13: Certification of Acceptance of Request for Proposal Requirements

Attachment 2: Georgia Professional License Certification

Attachment 3: Acknowledgement of Insurance Requirements

Attachment 4: W-9

Attachment 5: Cost Proposal

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____,
being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Consultant, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant, firm or person to fix the price or prices in the attached RFP or of any other Consultant, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and
that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is also whose address is _____, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Name of Applicant

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the _____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

FORM 8

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The _____, certifies or affirms the truthfulness and accuracy of each Contractor, _____ statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

FORM 9

PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned, _____, hereby submits its proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Bid Pricing Schedule, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day
of _____, 2018.

Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Consultant and each proposed sub-consultants using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the RFP.

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

FORM 13

**CERTIFICATE OF ACCEPTANCE OF REQUEST FOR QUALIFICATIONS
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # _____, and/or appendices #_____ to #,_____in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

ATTACHMENT 1 SCOPE OF SERVICES (SOS)

1. GENERAL

As set forth in this RFP, Proposals shall conform to the scope of services and technical requirements as set forth herein.

The scope of services required by the City in connection with this request for proposal covers those services customarily provided to government entities by firms in the practice of consulting services for Community Development Construction Project Manager. The following describes the varied tasks that will be necessary to meet the requirements of this Request for Proposal:

- 1.1. Understand City of Stockbridge Government (Reviewing the City's existing Comprehensive Plan);
- 1.2. City of Stockbridge intends to engage Professional Design Services firms to provide technical, professional and other services for this City project as broadly described in this RFP. The intent of this project is for one firm to provide some, all or any combination of the various and diverse technical, professional, architectural and engineering planning projects, renderings, drawings and other services.
- 1.3. The City may accept or reject the proposal or decline such services when it is in the best interest of the City to do so.
- 1.4. If the Consultant's proposal is accepted, the City may issue a Work Authorization and Notice to Proceed that specifies the "not-to-exceed" dollar amount of the Work Authorization with the begin and completion date. After having received the Notice to Proceed, including a written approval of the scope of services and estimate of fees for a specific project, the Consultant shall provide the services required for the specific project in accordance with the contract and scope of service. The City may rescind a Notice to Proceed or Work Authorization at any time at the City's convenience if it is in the best interest of the City of Stockbridge. When a Notice to Proceed is rescinded, the City will pay the Consultant for any authorized work that has been satisfactorily performed up to, and through the date of cancellation. In the event of cancellation, the Consultant will not be entitled to any additional compensation for unauthorized work or anticipated lost profits due to such cancellation. All work products for which compensation is received by the Consultant from the City shall be submitted to the City. Further, all authorized work shall be submitted to the City before final payment is approved by the City.
- 1.5. It is understood and agreed by the Consultant that services performed under the Scope of Services as stated in this RFP shall include, but not be

limited to those services described below and to the extent desired by The City of Stockbridge. Basic Services shall include the provision of various professional services as hereinafter stated that include civil, mechanical, electrical, architectural, geotechnical and structural engineering, contract administration, prequalification, bidding, and construction inspection services incidental thereto. Services also include preparation of engineering studies, modeling process and hydraulics, and assistance with regulatory requirements, citizen participation involvement, pre-design and pre-construction support and partnering. The City may request all, some, any combination of or none of the services identified in this Scope of Services. When the City desires any services contemplated under this RFP, the City will contact the Consultant and request a written proposal, estimate of costs and preliminary schedule for the work to be performed on each specific project based on the Scope of Services desired by the City.

1.6. DUTIES AND RESPONSIBILITIES Duties may include, but are not limited to the following:

- 1.6.1. Develops projects scope of work, coordinates and monitors project development teams, project schedules and budgets.
- 1.6.2. Develop a detailed project plan to track progress
- 1.6.3. Assists in the development of long-short range CIP and Strategic Plans
- 1.6.4. Serves as liaison between City personnel, contractors, consultants and the public for assigned projects.
- 1.6.5. Prepares and oversees project budgets, purchase orders, investigates project bids and requests for proposal, and makes recommendations to the Director of Community Development.
- 1.6.6. Insures that project plans and specifications are reviewed and approved for construction.
- 1.6.7. Ensure that all projects are delivered on-time, within scope and within budget
- 1.6.8. Monitors project progress, attends project meetings, and prepares and submits weekly status reports to the Director of Community Development.
- 1.6.9. Create and maintain comprehensive project documentation
- 1.6.10. Oversees project construction, ensures that the projects are constructed in accordance with the project's approved plans and specifications, and closes out project documentation and archives appropriate records.
- 1.6.11. Tracks all project costs and reviews and submits progress payments for approval.
- 1.6.12. Perform risk management to minimize project risks
- 1.6.13. Performs a broad range of complex tasks and must work cooperatively with others.
- 1.6.14. Composes and prepares reports, correspondence, resolutions,

-
- agreements, and ordinances for the Director of Community Development and City Council.
 - 1.6.15. Interfaces with other City Departments, outside agencies and consulting firms as necessary to complete assignments.
 - 1.6.16. Under specific circumstances, may supervise or coordinate other staff in the performance of various tasks.
 - 1.6.17. Coordinate internal resources and third parties/vendors for the flawless execution of projects
 - 1.6.18. Track project performance, specifically to analyze the successful completion of short and long-term goals
 - 1.6.19. Meet budgetary objectives and make adjustments to project constraints based on financial analysis
 - 1.6.20. Without additional compensation, employee shall perform such additional acts or duties as assign.

1.7. KNOWLEDGE, SKILLS AND ABILITIES

- 1.7.1. Considerable knowledge of the principles, practices and techniques of contract administration, project management, budget, cost accounting, and scheduling; related laws, ordinances, policies and procedures.
- 1.7.2. General knowledge of contract administration, public administration, finance, purchasing, budgeting, and accounting.
- 1.7.3. Goal oriented and action-focused, pragmatic and self-disciplined, proficient at project planning, organization, communication, team motivation and delegation skills.
- 1.7.4. Ability to read and interpret engineering and architectural plans and specifications.
- 1.7.5. Strong interpersonal skills and ability to deal effectively in a team environment.
- 1.7.6. Group facilitation, mediation, and conflict resolution skills.
- 1.7.7. Skill in organizing resources and establishing priorities.
- 1.7.8. Ability to develop, plan, and implement short and long-range goals.
- 1.7.9. Ability to analyze complex problems, interpret project needs, and develop creative solutions.
- 1.7.10. Skill in the use of personal computers and software, e.g., Word, Excel, Power Point, Microsoft Project, AutoCAD, etc.
- 1.7.11. Ability to forecast, develop budgets and timelines.
- 1.7.12. Ability to review and track complex progress payment applications in a timely manner.
- 1.7.13. Ability to prepare written documents with clearly organized thoughts using proper sentence structure, punctuation and grammar.
- 1.7.14. Advanced verbal and written communication skills.
- 1.7.15. Ability to take responsibility and exercise good judgment in recognizing authority.
- 1.7.16. Ability to work without close supervision or direction in the accomplishment of assigned duties.

-
- 1.7.17. Ability to respond courteously, efficiently, and effectively to questions and inquiries from elected officials, members of commissions, boards and the public.
 - 1.7.18. Ability to follow oral and written directions.
 - 1.7.19. Ability to establish and maintain cooperative working relationships.
 - 1.7.20. Ability to make public presentations.
 - 1.7.21. Ability to draft contracts and requests for proposal.

1.8. SPECIAL REQUIREMENTS

Possession of or ability to obtain an appropriate Georgia driver's license and a satisfactory driving record.

2. ENGINEERING STUDIES

Certain projects may be assigned to the Consultant that requires the only deliverable to be technical memorandums and/or a final report. Such projects will usually be for planning purposes or consist of an environmental study. These projects will not require additional design, bid and construction services as outlined elsewhere in this document. Engineering studies will require the use of engineering and scientific specialists proficient in the subject area of the project. These specialists will be considered local for billing purposes with no reimbursement for travel and lodging expenses. The Consultant will be required to maintain a project schedule and budget for each engineering study assigned. A minimum of two (2) weeks shall be provided in the project schedule for City review of each deliverable unless otherwise directed by the City. Services may include, but not be limited to the following:

- 2.1. A kick-off meeting;
- 2.2. Progress meetings as determined by the City;
- 2.3. Information gathering;
- 2.4. Preparation of draft technical memorandums on specific subject areas of the project;
- 2.5. Review meetings and coordination of review comments;
- 2.6. Preparation of the final report; and
- 2.7. Presentation of the results at private and public forums when requested and directed by the City.

3. CONSULTATIVE, ADVISORY, INVESTIGATIVE AND PRE-DESIGN SERVICES

The Consultant may be requested to provide various services including, but not limited to, the following:

- 3.1. Expert testimony;
- 3.2. Utility rate structure and tariff studies;
- 3.3. Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to

-
- specialized conclusions and recommendations;
 - 3.4. Feasibility studies on proposed projects, including studies of clients' needs, analysis of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site location studies;
 - 3.5. Development of preliminary design reports, including outline specifications, preliminary cost estimates; and
 - 3.6. Schematic design and design development for building projects.

4. PRE-DESIGN AND PRE-CONSTRUCTION ACTIVITIES

The Consultant may be requested by the City from various Land Acquisition functions and to provide scheduling and coordination on all Pre-Design and Pre-Construction activities including, but not limited to the following:

- 4.1. Land Acquisition:
 - 4.1.1. Title research and survey;
 - 4.1.2. Appraisals, legal descriptions and plats.
- 4.2. Scheduling and Coordination
 - 4.2.1. Site disturbance and building permits;
 - 4.2.2. Geotechnical, archeological and environmental permits and surveys;
 - 4.2.3. Storm water and NPDES permits;
 - 4.2.4. EPNEPD; Corps of Engineers, Georgia DOT, railroad or other permitting agencies; and
 - 4.2.5. Easement documentation, negotiation and support of "on time" acquisition.

5. PARTNERING

The Consultant will be required to support partnering requirements of this RFP and any other related contracts. The Consultant will be responsible for, but not limited to the following:

- 5.1. Partnering scheduling and reports;
- 5.2. Providing e-mail meeting notices and meeting minutes;
- 5.3. Tracking Partnering Goal Measurements;
- 5.4. Distributing Project Report Cards and compiling results; and
- 5.5. Coordinating meetings and other sessions.

6. PROJECT MANAGEMENT SERVICES

The Consultant may be required to provide Project Management Services including, but not limited to the following:

-
- 6.1. Meeting the City requirements related to the project intent, quality, schedule and budget;
 - 6.2. Selecting consultants;
 - 6.3. Performing conceptual studies including economic feasibility;
 - 6.4. Planning, scheduling, monitoring, controlling, estimating, budgeting and cash control for specific projects;
 - 6.5. Engineering and design;
 - 6.6. Procurement;
 - 6.7. Risk management;
 - 6.8. Construction management;
 - 6.9. Commissioning testing and start-up of new facilities;
 - 6.10. Quality assurance;
 - 6.11. Project closeout;
 - 6.12. Maintaining a document tracking and control system through the duration of the project; and
 - 6.13. LEED certification.

7. DETAILED DESIGN SERVICES

The Consultant may be requested to perform Detailed Design Services (utilizing the City of Stockbridge's Standard Specifications and Details where applicable) based on previously established project requirements. These services may include, but not be limited to the following:

- 6.1. Development and preparation of detailed calculations, engineering designs, drawings, cost estimates, technical specifications, and special conditions for use with the City standard contract documents;
- 6.2. Resolving detailed problems;
- 6.3. Developing specifications and selecting equipment;
- 6.4. Coordinating engineers and/or other design service groups; Preparing, or collaborating with others responsible for preparing, estimates of the cost of the work;
- 6.5. Providing assistance and advice to the City in bid evaluation and contract award immediately preceding construction;
- 6.6. Developing additional standards for use in the project and for separate submittal to the City for incorporation into the City's standard specifications and details in the absence of such; and
- 6.7. Maintaining a document tracking and control system.

8. CONTRACT ADMINISTRATION AND GENERAL REVIEW DURING CONSTRUCTION

The Consultant may be requested to provide these services to assist the City in construction administration and engineering review following award of the contract and during construction of a specific project. These services may include, but not be limited to the following:

-
- 8.1. Providing advice on the interpretation of contract documents to the City;
 - 8.2. Issuing supplementary details and instructions as required;
 - 8.3. Reviewing shop drawings for general compliance with design requirements and contract documents;
 - 8.4. Reviewing contractor's progress claims, including the validity of additions or deletions;
 - 8.5. Reviewing progress certificates and change orders for the client's acceptance;
 - 8.6. Making periodic site visits to assess progress generally and conformity of the of the work contract documents;
 - 8.7. Reporting to the City on the progress of construction;
 - 8.8. Arranging for, and attending, regular site meetings;
 - 8.9. Carrying out final review;
 - 8.10. Participating in the testing and start-up at the conclusion of the construction contract;
 - 8.11. Issuing a substantial performance and/or completion certificate to the City;
 - 8.12. Ensuring that the contractor's as-built record drawings are accurate and up to date on a periodic basis and upon completion of the project; and
 - 8.13. Maintaining the document tracking and control system.

9. CONSTRUCTION MANAGEMENT SERVICES

The Consultant may be requested to provide Construction Management Services that may include, but not be limited to the following:

- 9.1. Contract strategy, administration and expediting;
- 9.2. Construction logistics, planning, scheduling and personnel forecasts;
- 9.3. Field office management;
- 9.4. Construction facilities and equipment provisions;
- 9.5. Progress monitoring, trending and reporting;
- 9.6. Cost performance monitoring;
- 9.7. Trending and claims processing;
- 9.8. Safety program compliance; and
- 9.9. maintaining the document control and tracking system as required.

10. ADDITIONAL SERVICES

The City may request additional services from the A&E other than those specifically detailed in this RFP as "basic/services" and these requests will vary according to the City needs any given time. These service requests may include, but are not limited to the following:

- 10.1. Extended commissioning and start-up assistance for equipment or facilities;
- 10.2. Preparing plant specific operating and maintenance manuals;

-
- 10.3. Determining deficiencies during the warranty period;
 - 10.4. Preparing the final acceptance document at the end of the warranty period;
 - 10.5. Assisting with facility management and/or operations after commissioning and start-up;
 - 10.6. Providing assistance in as-built drawing verification;
 - 10.7. Facility requirements and utilization studies;
 - 10.8. Feasibility studies for new, renovation and alteration projects;
 - 10.9. Preparation of program documents;
 - 10.10. Preparation of schematic, preliminary, design Development, contract documents, and specifications;
 - 10.11. Studies and audits for compliance with federal, state and local regulations;
 - 10.12. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility (ADA), project evaluation, electrical, mechanical, structural and civil engineering;
 - 10.13. Additional services which may be required or requested;
 - 10.14. Master Planning, building systems surveys;
 - 10.15. Facility programming;
 - 10.16. Construction administration;
 - 10.17. Development of design documents for the Fast Track Construction Project System (Job Order Contract); and
 - 10.18. Cost estimates.

**ATTACHMENT 2
GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Consultant _____ Sub-Consultant _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Proposal for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

ATTACHMENT 3 INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Stockbridge City Government's practice to obtain Certificates of Insurance from our Consultants and Consultants. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Stockbridge City. Consultants shall submit with the proposal evidence of insurability satisfactory to Stockbridge City Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Consultant/Consultant that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Consultant/Consultant must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Stockbridge City Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Stockbridge City Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		

5. PROFESSIONAL LIABILITY Per Claim/Aggregate \$2,000,000/\$2,000,000
 Completed Operations: Statue of Repose for State of Georgia

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Stockbridge City Government. Policies and Certificates of Insurance are to list Stockbridge City Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Consultant/Consultant shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Stockbridge City Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to

be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government – Finance Department
Purchasing Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Consultant/Consultant.**

USE OF PREMISES

Consultant/Consultant shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Stockbridge City Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Consultant/Consultant will adequately protect its own work from damage, must protect Stockbridge City Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Consultant/Consultant shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Consultant/Consultant shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Stockbridge City Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Consultant/Consultant hereby agrees to release,

18RFP111918-DRR, COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER
Request For Proposals

indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant/Consultant, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant/Consultant further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

CONSULTANT/CONSULTANT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONSULTANT/CONSULTANT IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONSULTANT/CONSULTANT

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

ATTACHMENT 4: W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT 5 COST PROPOSAL

Proponent is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the Services requested in this RFP per phase and for the Total Cost as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Cost Proposal Form. Please do not make modifications to this form as any change may render Proponent's proposal nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Cost Proposal Summary Form.

Proposers are to submit one (1) original, five (5) hard copies of the sealed cost proposals which shall be furnished in a separate package from the technical proposals. The envelope/package must be clearly marked on the outside.

1. Cost proposals shall be completed and submitted on Cost Proposal - Schedule of Fees within this RFP.
2. Following opening of the cost proposals, the City may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four (24) hours of written request.
3. Cost proposals may not be withdrawn, modified, or cancelled for ninety (90) calendar days after the date of submittal. Each respondent agrees to these conditions in submitting its proposal.
4. This cost proposal will be the basis of cost for individual standby task proposals. The selected firms shall provide a cost proposal prior to program development for each project assigned based upon these rates.
5. A firm should only fill in hourly rates for positions they can actually provide.

SCHEDULE OF FEES

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

FIXED FEE AMOUNT PROPOSED:

COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT MANAGER	<u>Amount</u>
Project Manager	\$ _____
Project Manager (LEED CERTIFIED)	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total Cost	\$ _____

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

ATTACHMENT 6
SEALED BID LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED PROPOSAL ENCLOSED

DELIVER TO:

City of Stockbridge
Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB – Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

DATE: DECEMBER 20, 2018

RFP MUST BE RECEIVED BEFORE 12:00 NOON

COMPANY NAME: _____

**RFP # 18RFP111918-DRR, COMMUNITY DEVELOPMENT
CONSTRUCTION PROJECT MANAGER**



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

November 8, 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: 2022 Budgeted amount \$296,000
Annual / \$24,667/month

FROM ACCOUNT: 100-15350-521351

PRESENTER: Lindell Y. Miller/John Wiggins

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NO. 17RFP112017-DRR INFORMATION
TECHNOLOGY SUPPORTIVE SERVICES-INTERDEV TECHNOLOGY, LLC

BACKGROUND INFORMATION:

Request For Proposal (RFP) Number 17RFP112017-DRR, Information Technology Supportive Services was awarded by Council April 3, 2018, to Interdev Technology, LLC.

The initial contract term is for one (1) year, with four (4), one (1) year renewal options. The contract expires December 2021.

All contract renewal notifications were performed as of May 2021, by the Procurement Division and the renewal process of this contract was approved by the City Manager.

The Finance Department is requesting approval to continue utilizing Request For Proposal (RFP) Number 17RFP112017-DRR, Information Technology Supportive Services contract with Interdev Technology, LLC, because Interdev Technology, LLC, currently maintains the City's daily operations. The City has seven (7) projects critical to the operations of the City's current network infrastructure.

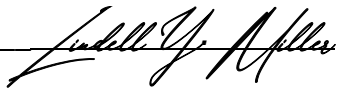
Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand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

Exhibit 1 – Current list of uncompleted Projects

Exhibit 2 – Contract Agreement

Fiscal Impact: Funds will be provided from account number 100-15350-521351 IT Services.

APPROVED BY:

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



CONTRACT DOCUMENTS FOR
17RFP112017-DRR
INFORMATION TECHNOLOGY SUPPORTIVE
SERVICES

For

THE CITY OF STOCKBRIDGE – FINANCE DEPARTMENT

InterDev

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "the Agreement" is entered into and effective as of 04-10-2018 (date) by and between by and between the following Parties:

CITY OF STOCKBRIDGE, GA (hereinafter "the Client") with a principal business address of **4640 NORTH HENRY BOULEVARD, STOCKBRIDGE, GEORGIA 30281**; and

InterDev, LLC (hereinafter "InterDev") with a principal business address of 2650 Holcomb Bridge Road, Suite 310, Alpharetta, GA 30022 collectively referred to as the "Parties".

WHEREAS, the Client desires InterDev to perform certain services from time to time relating to, among other things, software development, programming or consulting services, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties intending to be legally bound, hereby agree as follows:

I. SERVICES

1.1 Services.

This AGREEMENT includes, and incorporates by reference, the following documents: the RFP, its Addenda and the InterDev's responses to the RFP which are attached hereto in Addendum A. All of the foregoing documents are hereinafter referred to as the "Contract Documents." If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) this AGREEMENT, 2) any SOW (as defined below), 3) the RFP, 4) any Addenda, 5) change orders, and 6) InterDev's responses to the RFP.

InterDev and the Client will develop and enter into one or more Statements of Work incorporating a description of the specific services requested by Company (each, and as modified by the Parties from time to time, a "SOW"). Each SOW will set forth to the extent applicable, among other things, project scope, schedule, various project activities and tasks to be performed by the Parties, deliverables, acceptance procedures and criteria, and roles and responsibilities of the Parties. Each SOW shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any SOW, the provisions of this Agreement shall govern and control. InterDev will provide to The Client those services described as its obligation in each SOW (collectively, the "Services"). Each SOW shall be annexed to this Agreement and for all purposes considered a valid addendum to this Agreement.

1.2 Deliverables; Acceptance of Deliverables.

Each SOW will describe, if applicable, the deliverables that InterDev is obligated to furnish to the Client hereunder (collectively, the “InterDev Deliverables”) and the acceptance criteria for each of the InterDev Deliverables (the “Acceptance Criteria”). The Client shall review, evaluate and/or test, as the case may be, each of the InterDev Deliverables within the applicable and reasonable time period set forth in a SOW (with respect to each InterDev Deliverable, the “Acceptance Period”) to determine whether or not such InterDev Deliverable satisfies the applicable Acceptance Criteria in all material respects. If any InterDev Deliverable fails to satisfy its Acceptance Criteria in any material respect, then the Client will notify InterDev thereof in writing specifying the nonconformity (a “Rejection Notice”). Thereafter, InterDev shall use its diligent commercially reasonable efforts to modify a defective InterDev Deliverable to so conform and the Deliverable will be resubmitted for acceptance by, provided that upon resubmission, the Client will limit its review, evaluation and/or test to determining whether the identified defect(s) have been corrected and to the effects which those modifications have on other portions of the InterDev Deliverable(s). If InterDev is unable to remedy each non-conforming portion of any InterDev Deliverable after a reasonable period of time for correction, then the Client’s remedies and InterDev’s entire liability to the Client as a result thereof will be subject to the limitations set forth in Article 8 hereof. If the Client does not furnish a Rejection Notice to InterDev prior to the end of the Acceptance Period for any InterDev Deliverable, then the Client will be deemed to have accepted such InterDev Deliverable. If requested by InterDev, the Client will promptly sign and deliver to InterDev a mutually acceptable certificate evidencing such acceptance.

II. PAYMENT

2.1 Project Fees and Reimbursable Items.

The Client shall pay to InterDev the fees and other compensation set forth in each SOW. The Client will also reimburse InterDev for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by InterDev while away from the place(s) of business of InterDev in connection with the Services and any other reimbursable items set forth in each SOW; provided however that amounts in excess of \$500.00 shall require Client’s prior written approve before InterDev incurs such expenses. InterDev will have no obligation to perform any Services when any amount required to be paid by the Client remains due and unpaid beyond the date such amount is due. Any suspension of Services by InterDev as a result of the Client’s failure to make payment as required will extend the due dates of InterDev Deliverables and other Services to the extent impacted by such suspension or delay.

2.2 Invoices; Payments; Annual increases.

InterDev will invoice the Client for all fees, charges and reimbursable items payable to InterDev on a monthly basis as such payments are due. InterDev will provide original receipts for expenses InterDev is seeking reimbursement for. The Client will pay the invoiced amount in full within 15 business days of receipt of invoice, without deduction or setoff. The Client will pay interest, at a rate equal to the lesser of 2.5% per month (or part thereof), on the amount shown on any invoice that is paid later than thirty (30) days after the date of the invoice. Multiyear engagements will reflect an annual rate increase of 5% per year for each additional year of service beyond the first year of each agreement. Individual SOWs will reflect any new rates and will not be impacted by the annual increase until the 2nd year of work under that SOW or contract.

2.3 Taxes.

InterDev acknowledges that Client is exempt from paying taxes on the value of InterDev's services.

III. CERTAIN OBLIGATIONS OF THE PARTIES

3.1 Obligations of InterDev.

Except for any and all software, information, data and other materials provided by the Client or its agents to InterDev, InterDev warrants and represents that it shall not knowingly, or with negligence, include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other malicious code of any kind that may disable, erase, display any unauthorized message or otherwise impair the Client's software, with disregard of the possibility of or the intent to cause harm. InterDev will cause its personnel to comply with all of the Client's lawful standards and procedures when working on-site at the Client's facilities, including standards and procedures relating to security, provided that InterDev is given advanced notice of such standards and procedures.

IV. OWNERSHIP

4.1 Work Product and Client Intellectual Property.

The term "Work Product" means any inventions, software, documentation, reports, designs, specifications, processes, works of authorship, ideas, data or modifications and enhancements to software or documentation that are made, conceived, developed or reduced to practice, alone or jointly with others, by InterDev personnel for the Client in the course of performing Services, whether or not any such items are eligible for patent, copyright, trade secret or other legal protection, provided that Work Product shall not include InterDev Intellectual Property (as defined below). All Work Product, including all patent, copyright, trade secret, ideas, and other intellectual property rights related thereto, will be the sole and exclusive property of the Client or its designee upon the

Client's payment in full of amounts payable hereunder. The Parties intend that all Work Product shall be considered to be work-for-hire to the extent it qualifies as such under applicable law. To the extent that any Work Product is not, automatically upon creation thereof, owned by the Client as a work-for-hire or otherwise, InterDev hereby assigns and agrees to assign to InterDev all of its right, title and interest in, to and under all Work Product, subject to payment of all amounts payable by the Client. At the Client's request and expense, during and after the term of this Agreement, InterDev will execute documents and give testimony and take further acts reasonably requested by the Client to assist the Client or its designee with any efforts of the Client or its designee to obtain and perfect patent, copyright, trade secret and other legal protection for the Work Product. The Client shall pay InterDev for any time required for such assistance, excluding for the execution of document, at InterDev's hourly rate for the required personnel. The Client will have full control over all applications for patent application, trademark application, copyright registration or other legal protection of the Work Product. If InterDev shall fail to provide to the Client any such instruments, the Client is hereby granted a power coupled with an interest, with rights of substitution and delegation, to sign such instruments and to take such other steps and proceedings as may be necessary in the name and on behalf of the InterDev as its attorney-in-fact if InterDev has not complied with the Client's request within a reasonable period of time, not to exceed fourteen (14) days. InterDev relinquishes all rights (including so called moral rights), claims and interests in all such Work Product to the Client as the rights-holder of the Work Product, including to the exclusive rights to edit, display, perform, publish, create derivative works, create collective works, reproduce, distribute, sell, license, sublicense, or otherwise transfer the Work Product, alone or together with other inventions or works of authorship, by any means now know or which come into existence in the future. Nothing contained in this Agreement or otherwise shall be construed to grant to InterDev any right, title, license or other interest in, to or under any of the Client's software, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works (whether by estoppel, implication or otherwise), except the right to modify and otherwise use such items only in conjunction with the performance of Services. The provisions of this Article 4.1 shall be subject to the provisions of Articles 4.2 and 4.3 below.

4.2 Residual Rights.

Notwithstanding the above, the Client agrees that InterDev, its employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Services performed hereunder, subject to its obligations respecting the Client's Trade Secrets and Confidential Information pursuant to Article 5. The Client understands and agrees that InterDev may perform similar services for third Parties using the same personnel that InterDev may utilize for rendering the Services for the Client hereunder, subject to

InterDev obligations respecting the Client's Confidential Information pursuant to Article 5.

4.3 Client Intellectual Property.

The Client (or its licensor) will at all times retain all rights, ownership, and interest in any copyright, trademark, or other intellectual property proprietary to them including without limitation any software, methodologies, tools, specifications, techniques, documentation or data which is utilized by InterDev in the performance of Services and has been originated or developed by the Client, its affiliates or by third Parties outside of the scope of the Services, or which has been purchased by or licensed to the Client, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the Services (collectively, "Client Intellectual Property"). Nothing contained in this Agreement or otherwise shall be construed to grant to InterDev any right, title, license or other interest in, to or under any Client Intellectual Property (whether by estoppel, implication or otherwise).

4.4 InterDev Intellectual Property.

InterDev (or its licensor) will at all times retain all rights, ownership, and interest in any copyright, trademark, or other intellectual property proprietary to them including without limitation any software, methodologies, tools, specifications, techniques, documentation or data which is utilized by InterDev in the performance of Services and has been originated or developed by InterDev, its affiliates or by third Parties outside of the scope of the Services, or which has been purchased by or licensed to InterDev, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the Services (collectively, "InterDev Intellectual Property"). Nothing contained in this Agreement or otherwise shall be construed to grant to the Client any right, title, license or other interest in, to or under any InterDev Intellectual Property (whether by estoppel, implication or otherwise).

V. CONFIDENTIAL INFORMATION

5.1 Confidentiality Obligations.

The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and

concepts and any information related thereto, (iii) information relating to business plans, sales or marketing methods or merchandising techniques, plans or information, and actual or potential customer lists or requirements. (iv) financial information or materials, (v) cost data, (vi) user lists and information, (vii) actual or potential vendor lists and information, (viii) procurement requirements, (ix) purchasing information, (x) manufacturing or development information, (xi) pricing policies, (xii) information about employees, InterDev's, independent contractors, interns, officers, directors, shareholders, investors, lenders, accountants, attorneys, and any other agents of either party, (xiii) information about actual, under development, or what might reasonably be anticipated to be or become business and contractual relationships, (xiv) actual or potential lender, investor or "partner" lists and information, and (xv) other proprietary business information of either Party. "Information" as it relates to people or entities includes all contact information, including name, title, position, address, phone numbers, and email addresses. Further, "Confidential Information" includes any and all technical and non-technical information or material in which either party has rights, opportunities, or obligations, whether or not owned or developed by such party (or people or entities such party may have disclosed to or received from pursuant to non-disclosure agreements).

"Trade Secrets" means information, including a formula, pattern, compilation, program device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy

Each party acknowledges that disclosure or use of a trade secret without express or implied consent violates the Uniform Trade Secrets Act. Each party acknowledges that the other party is not seeking to obtain trade secrets or confidential information of others that such party might possess and agrees not to improperly disclose trade secrets or confidential information of others to the other party.

The Client and InterDev shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other party for any purpose whatsoever except as expressly contemplated under this Agreement or any SOW. Each party shall disclose the Confidential Information of the other only to those of its employees, independent contractors, permitted subcontractors (including their employees and independent contractors) having a need to know such Confidential Information, provided that such persons and entities have signed a non-disclosure agreement containing provisions no less restrictive than those contained in this Article 5.

The obligations of either party under this Article 5.1 will not apply to information or materials that the receiving party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party, (iv) is independently developed by the receiving party without reference to the Confidential Information of the other party, or (v) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party's cost and expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information and any disclosure under this clause (v) is limited to the extent of the legal requirement.

The requirements and obligations in this Section V are subject to the Georgia Open Records Act.

VI. INDEMNIFICATION

6.1 Intellectual Property Rights Indemnity.

To the extent permitted by law, InterDev and the Client (in such case, the "Indemnifying Party") each agree to indemnify, defend and hold harmless the other (in such case, the "Indemnified Party") from and against any costs and damages awarded against the Indemnified Party by a court pursuant to a final judgment as a result of, and defend the Indemnified Party against, any claim of infringement of any patent, copyright, trademark, or misappropriation of any trade secret related to a InterDev Deliverable (in the case of indemnification by InterDev) or InterDev's possession, use or modification of any software, documentation, data or other property provided by the Client (in the case of indemnification by the Client).

6.2 Infringement and Misappropriation Remedies.

If an infringement or misappropriation claim as described in Article 6.1 above arises, or if InterDev reasonably believes that a claim is likely to be made, InterDev may, at its option, if such may be done without causing delay disruption: (i) modify the applicable InterDev Deliverables provided under the Services so that they become non-infringing but functionally equivalent; or (ii) replace the applicable InterDev Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for the Client the right to use such InterDev Deliverables upon commercially reasonable terms to both Parties but at no cost to the Client (which might have the effect of causing such Deliverables to not be considered a work-for-hire,

or allow for the assignment of any ownership rights); or (iv) remove the infringing or volatile InterDev Deliverables and refund to the Client the fees received for such InterDev Deliverables that are the subject of such a claim based on a five (5) year straight line depreciation. InterDev shall have no obligation under this Article 6.2 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (1) use of the InterDev Deliverables or any part thereof in combination with any non-InterDev approved equipment, software or data, or in any manner for which the same was not designed, or if same has been modified or altered by an person or entity other than InterDev; (2) any aspect of the Client's software, documentation or data which existed prior to InterDev's performance of Services; (3) any claim arising from any instruction, information, design or other materials furnished by the Client or any third party provided by the Client to InterDev hereunder or (4) the Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement. This Article 6 sets forth the exclusive remedy and entire liability and obligation of each party with respect to intellectual property infringement or misappropriation claims, including patent, trademark or copyright infringement claims and trade secret misappropriation.

6.3 Personal Injury and Property Damage Indemnity.

To the extent permitted by law, Each Indemnifying Party agrees to indemnify and hold harmless the other from and against damages, costs and expenses (including reasonable attorneys fees) awarded against the Indemnified Party by a court pursuant to a final judgment as a result of, and defend the Indemnified Party against, any claim or action made or commenced by a third party or its legal representatives or successors for claims of death or bodily injury to such third party or physical damage to real or tangible personal property (excluding software, data and documentation) of such third party, to the extent caused directly and proximately by the negligence or willful misconduct of the Indemnifying Party. The provisions of this Article 6.3 shall not apply to claims, damages, costs or expenses arising out of or otherwise relating to the functioning, operations, quality, or use of any Services or InterDev Deliverables, all of which shall be treated as warranty claims under Article 7 of the Agreement.

6.4 Indemnification Procedures.

The obligations to indemnify, defend and hold harmless set forth above in this Article 6 will not apply to the extent the Indemnified Party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the Indemnified Party (i) promptly notifies the Indemnifying Party of any matters in respect of which the indemnity may apply and of which the Indemnified Party has knowledge; (ii) gives the Indemnifying Party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the Indemnifying Party shall zealously defend against any such claim or action and shall not allow a consent or stipulated judgment to be entered against the Indemnified Party or settle any such claim or action without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld or delayed); and (iii) reasonably cooperates with the Indemnifying Party, at the Indemnifying Party's cost and expense in the defense or settlement thereof. The Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

VII. WARRANTY

7.1 Limited Warranty.

With respect to any InterDev Deliverable or other Services, excluding any Client provided or the Client directed third party materials, InterDev warrants the following for a period of ninety (90) days following final acceptance by the Client of the particular InterDev Deliverable or the performance of such other Services (the "Warranty Period"):

- A. the applicable Services rendered hereunder will be performed by qualified personnel;
- B. the applicable Services performed will substantially conform to any applicable requirements set forth in the SOW;
- C. the applicable InterDev Deliverable or Services will materially conform to the specifications, if any, and/or Acceptance Criteria, if any, for those specific corresponding InterDev Deliverables or Services.

In the event that any InterDev Deliverable or Service fails to conform to the foregoing warranties in any material respect, InterDev shall have the right and obligation to cure or correct such failure as soon as commercially reasonably practical at InterDev's expense. If InterDev is unable to cure or correct such failure within a commercially reasonable period of

time, then the Client may pursue its remedy at law to recover direct damages resulting from the breach of the limited warranties, subject to the limitations set forth in Article 8 hereof. These remedies are the exclusive remedies and InterDev's only obligation for breach of the warranties contained in this Article 7.1. InterDev does not warrant that any InterDev Deliverable will operate uninterrupted or error-free, provided that InterDev shall remain obligated pursuant to this Article 7. The foregoing warranties are expressly conditioned upon (i) the Client providing InterDev with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) the Client's cooperation with InterDev in all reasonable respects relating thereto, including assisting InterDev to locate and reproduce the non-conformity; and (iii) with respect to any InterDev Deliverable, the absence of any material alteration or other modification of such InterDev Deliverable by any person or entity other than InterDev. The foregoing warranties will not apply if the alleged breach of warranty is due to third party hardware, software and any other services or goods supplied by non-InterDev third Parties (including the Client) not conforming to their respective technical, functional and performance specifications and criteria, and InterDev shall have no liability or obligation as a result thereof.

7.2 Disclaimer.

Except as expressly provided in Article 7.1, InterDev does not make any representation or warranty of any kind, whether such warranty be expressed or implied, including any warranty of merchantability or fitness for a particular purpose or any warranty form course of dealing or usage of trade.

7.3 Responsibility of the Client.

In the event that the Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be InterDev's responsibility hereunder (including any problem with the Client's computer hardware or the Software that was not caused by any Services performed by InterDev), the Client will be responsible to pay InterDev for all evaluation, correction or other services performed by InterDev relating to such claim on a time and materials basis at InterDev's then lowest billing rates.

VIII. LIMITATION OF LIABILITY AND REMEDIES

8.1 Exclusion of Damages.

Except for a breach of any warranty or representation in no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, other than amounts due and payable to

either party or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, general negligence, but excluding gross negligence or willful misconduct) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

8.2 Total Liability.

Except for any liability of InterDev under Articles 6 or 10.4 hereof, or a breach of any warranty or representation or negligence or willful misconduct, in no event shall the liability of either party arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by the Client to InterDev for the particular Services or InterDev Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by the Client to InterDev under the applicable SOW), whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, general negligence, but excluding negligence or or willful misconduct) or otherwise.

8.3 General.

The Parties agree that this Agreement is solely for the benefit of the Parties hereto and no provision of this Agreement shall be deemed to confer upon any other person or entity any remedy, claim, liability, reimbursement, cause of action or other right whatsoever. InterDev's entire liability under this Agreement or arising from the Services shall be subject to the limitations contained in this Article 8. The Parties have agreed that the limitations specified in this Article 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose and represents an allocation of risk between the Parties and is an essential and material part of this Agreement.

IX. EMPLOYEES

9.1 No Employee Relationship.

InterDev's resources are not and shall not be deemed to be employees of the Client. InterDev shall be solely responsible for the payment of all compensation to its resources, including provisions for associated taxes, worker's compensation and any similar taxes associated with resources of InterDev's personnel. InterDev's resources shall not be entitled to any benefits paid or made available by the Client to its employees.

9.2 Non-Solicitation Obligations.

During the term of each SOW and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment or employ, whether as an employee or independent contractor, *[or accept services provided by,]* any employee, officer or independent contractor of the other party who performed any work in connection with or related to the Services under the applicable SOW.

9.3 Right-to-Hire Clause.

If in the event, the Client wants to offer full-time employment to any InterDev's resource during the term of a SOW or during a period of twelve (12) months thereafter, the Client shall make such request to InterDev in writing and will include agreement to compensate InterDev no less than 30% of 1st year compensation package (including base and target bonus). InterDev will then have a period of thirty (30) days to respond with acceptance/decline such offer.

X. TERM AND TERMINATION

10.1 Term.

The term of this Agreement will commence on the date first written above and, unless sooner terminated hereunder, will remain in effect until December 31, 2018; thereafter it shall automatically renew for 3 additional 1-year terms unless notice is given by the City at least 30 days prior to the end of the current term that it does not intend to renew the Agreement.

10.2 Termination.

This Agreement may be terminated by either party (the "non-defaulting party") if any of the following events occur by or with respect to the other party (the "defaulting party"): (i) the defaulting party commits a material breach of any of its obligations hereunder and fails to cure such breach within the time period set forth in Article 10.3 hereof or fails to reach an agreement with the non-defaulting party regarding the cure thereof; or (ii) any insolvency of the defaulting party, any filing of a petition in bankruptcy by or against the defaulting party, any appointment of a receiver for the defaulting party, or any assignment for the benefit of the defaulting party's creditors.

10.3 Remedies; Grace Period.

In the event either party commits a material breach of any its obligations hereunder, the non-defaulting party will so notify the defaulting party in writing (and, in such notice, indicate the nature of the breach and the assertion of the non-defaulting party's right to terminate). The defaulting party will have thirty (30) days (except ten (10) days in the case of payment of monies due) following receipt of such notice to cure such breach or, if such breach reasonably

cannot be cured in thirty (30) days, such longer period of time as may be reasonably necessary to effect such cure if the defaulting party furnishes to the non-defaulting party within such thirty (30) day period a plan demonstrating that it is capable of curing the breach and thereafter diligently proceeds to prosecute such plan to completion. If such breach remains uncured after such cure period, the non-defaulting party may terminate this Agreement pursuant to Article 10.2 effective immediately by sending further notice to such effect.

10.4 Termination by InterDev.

In the event InterDev terminates this Agreement pursuant to this Article 10, InterDev will be entitled to recover payment for all Services rendered through the date of termination (including for work-in-progress), those costs reasonably incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated, any other reasonable termination costs InterDev incurs in connection with canceling any secondary contracts it undertook in anticipation of performance of the Services and any other actual damages suffered by InterDev.

10.5 Termination by the Client.

In the event the Client terminates this Agreement pursuant to this Article 10, the Client may retain all InterDev Deliverables delivered to or for the benefit of the Client hereunder through the date of termination, whether in electronic or other form, upon payment by the Client for all accepted InterDev Deliverables and any other Services rendered through the date of termination. In addition, the Client may recover its actual damages, subject to the limitations set forth in Article 8 hereof. Additionally, Client reserves the unilateral right to terminate this Agreement for the Client's convenience by giving InterDev written notice at least 30 days prior to the effective termination date established in such written notice.

10.6 Survival.

Those sections of this Agreement, that should logically survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

XI. MISCELLANEOUS

11.1 Excusable Delays and Failures.

Each party will be excused from delays in performing, or from its failure to perform, hereunder to the extent that such delays or failures result from causes beyond such party's reasonable control. Unavailability of personnel shall not be the basis for an excusable delay. The Client further acknowledges that such delays or failures shall be subject to change management procedures and may result in additional charges for the Services.

11.2 Interpretation.

When used in this Agreement, the singular will include the plural, and vice versa. "Including," "includes" and "include" mean, respectively, "including, without limitation," "includes, without limitation" and "include, without limitation".

11.3 Rights and Remedies.

Except as otherwise provided herein, the rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided under this Agreement, by law, in equity or otherwise.

11.4 Waiver.

A waiver by any Party of any provision of this agreement in any instance shall not be deemed to waive it for the future. A Party's failure to insist on strict compliance with any of the terms of this agreement on one or more occasions is not a waiver of any rights or obligations under this Agreement.

11.5 Relationship of the Parties.

A. Agency. The relationship of the Parties is the same relationship as between parties to a business contract. Nothing contained in this Agreement, and no action by any Party, shall be deemed to: (i) create between them an employer-employee or principal-agent relationship or partnership, joint venture, association, or syndicate; or (ii) confer on any party any right, power or authority to enter into any agreement or commitment, whether express or implied, or to incur any obligation or liability on behalf of the other party. Neither party shall hold itself out as the agent of the other party, nor imply, nor fail to correct a misunderstanding, that there is an agency relationship between it and the other Party.

B. Non-Exclusive Relationship. At all times during the Term hereof and thereafter, the Parties shall each enjoy a non-exclusive relationship in all respects under this Agreement.

11.6 Notices.

Any notice required, permitted to be given, or otherwise given hereunder may be effectively given by letter delivered either by personal delivery, registered mail certified return receipt requested, postage prepaid, or delivered by overnight delivery service, or by facsimile machine upon receipt from the sender of a confirmation of receipt, or by other electronic means so long as the recipient has acknowledged receipt (for purposes of this section an automatically generated receipt confirmation does *not* qualify as acknowledgement of receipt), addressed to the recipient as follows:

In the case of the Client:

**City Manager
City of Stockbridge
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

With a copy to:

**Donald R. Riley, CPPB, Procurement Specialist
DRILEY@CITYOFSTOCKBRIDGE-GA.GOV
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

In the case of InterDev:

**InterDev
Attn: Gary E. Nichols
2650 Holcomb Bridge Road
Suite 120
Alpharetta, GA 30022
Tel: 770-643-4400
Fax: 678-672-1555
Email: gnichols@interdev.com**

11.7 Assignment.

A. Except for assignment to a collection agency or attorneys for the purpose of collecting past-due monies owed hereunder, no Party ("Assignor") may assign or otherwise transfer its rights or obligations under this Agreement, to a third party ("Assignee"), unless it is assigning all (but not less than all) of its rights and obligations hereunder as a result and subject to the prior written consent of the other Party ("Non-Assigning Party"), which consent shall not be unreasonably withheld or delayed.

B. Notwithstanding Article 11.7 A, any Party may assign or otherwise transfer all (but not less than all) of its rights and obligations under this Agreement, to (i) an affiliate or (ii) to a successor-in-interest as assignee, in the event of a merger or acquisition in which the successor acquires all or substantially all of the Assignor's business assets, without the prior written consent of the Non-Assigning Party, provided that:

- i. Assignor gives the Non-Assigning Party at least fifteen (15) days' prior written notice of such impending assignment, which shall identify the Assignee and intended effective date of the assignment ("Notice of Assignment"); and
- ii. the Non-Assigning Party has thirty (30) days after such Notice given, within which to give written notice to the Assignor or Assignee of its decision to

terminate, and to terminate, the Agreement at will (except for those provisions that survive termination) and without liability therefor ("Notice of Termination"), effective on the date said Notice of Termination is given.

C. Any attempt to assign this Agreement or any of the rights or obligations hereunder in violation of this Section shall be null and void and, at the Non-Assigning Party's election, grounds for the immediate termination of this Agreement for cause.

11.8 Successors and Assigns.

The Parties agree that this Agreement shall be binding upon each of its successors and assigns and that this Agreement may not be assigned to any other third party, without the written consent of the Client, which shall not be unreasonably withheld.

11.9 Enforceability.

If the scope of any provision of this Agreement is too broad to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the scope may be judicially modified to the extent necessary to conform to law.

11.10 Severability.

Each of the provisions of this Agreement (and each part of each such provision) is severable from every other provision hereof (and every other part thereof). In the event that any provision (or part thereof) contained in this Agreement or the application thereof to any circumstance shall be invalid, illegal or unenforceable, in whole or in part, and to any extent: (i) the validity, legality or enforceability of such provision (or such part thereof) in any other jurisdiction and of the remaining provisions contained in this Agreement (or the remaining parts of such provision, as the case may be) shall not in any way be affected or impaired thereby; (ii) the application of such provision (or such part thereof) to circumstances other than those as to which it is held invalid, illegal or unenforceable shall not in any way be affected or impaired thereby; (iii) if possible, such provision (or such part thereof) shall be construed or re-written as closely as possible to conform to the intent of the parties, in which instance parole or extrinsic evidence may be considered to do so; (iv) if not susceptible to such construction, such provision (or such part thereof) shall be severed from this Agreement and ineffective to the extent of such invalidity, illegality or unenforceability in such jurisdiction and in such circumstances; and (v) the remaining provisions of this Agreement (or the remaining parts of such provision, as the case may be) shall nevertheless remain in full force and effect.

11.11 Governing Law.

This agreement shall be governed by and construed in all respects in accordance with laws of the State of Georgia as they apply to agreements entered into and to be performed entirely within

United States between United States residents, without regard to conflict of law provisions and shall be treated, in all respects, as a legal contract.

11.12 Venue.

The venue for any action or claim at law or in equity hereunder shall be exclusively in and with a court having jurisdiction over Henry County, Georgia, if disputes are to be resolved in Court, if at all, as set out elsewhere herein, or if arbitration or mediation is to occur, if at all, as set out elsewhere herein, that shall be in the same location, and the Parties irrevocably consent to the exclusive personal jurisdiction of such federal or state courts or arbitrators. (If this Agreement is silent regarding resolution of disputes other than by a court of law or equity of competent jurisdiction then the first resort will be to a court of competent jurisdiction.) The Parties further agree and hereby consent to, and waive all defences of lack of personal jurisdiction and forum *non conveniens* with respect to, venue and jurisdiction in Henry County, Georgia. Notwithstanding anything to the contrary any party may seek preliminary or permanent injunctive relief or restraining order arising out of or related to this Agreement from any court of competent jurisdiction, which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or in equity to which any Party may be entitled.

11.13 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. The Parties shall not be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. This agreement has been carefully drafted and the Parties are convinced that this document completely and clearly expresses their intentions. Further, the parties place great value on the quick and inexpensive resolution of any dispute that may arise between them concerning this contract or the subject hereof. Therefore, the Parties agree that: (i) all disputes concerning this agreement or the subject matter hereof shall be resolved as provided herein; (ii) this Agreement constitutes the sole agreement among the parties, and supersedes any and all prior or contemporaneous oral or written agreements, promises, or understandings among them, pertaining to the matters contemplated in this Agreement; (iii) no express or implied representations, warranties, or inducements have been made by any party to any other party except as set forth in this Agreement; (iv) this Agreement may not be amended, added to, or altered except by a writing duly executed by each of the parties hereto, as set forth herein; and (v) no parole or extrinsic evidence whatsoever may be introduced or considered in any judicial or arbitration proceeding involving this agreement, for any purpose, including to interpret, explain, clarify, or add to this Agreement, except in any instance in which a provision is found in whole or in part to be invalid, illegal or unenforceable and subject to severability and the arbitrator or court undertakes to re-write or construe the severed provision as closely as possible to conform to the intent of the parties. For avoidance of doubt and for clarification,

the primary subject matter of this Agreement concerns and relates to Confidential Information. While this Agreement also involves the Purpose – as it concerns or relates to Confidential Information - , should there be any pre-existing or subsequent written agreements between the Parties, regarding the Purpose or otherwise, then obviously this Agreement cannot and does not constitute the entire agreement regarding the Purpose. And while this Agreement may contain a provision concerning formation, amendments, etc., with regard to other existing, future, or purported agreements, and that is binding, if such a provision exists that is a subject matter of this Agreement.

11.14 Amendments.

No modification, revision, supplementation, abrogation, termination, extension, waiver, or amendment to or of this Agreement, or any other agreement between the Parties, (including any attachments or exhibits) or any of its provisions, may be made, and any attempts shall not be binding, unless agreed to by duly authorized representatives of the Parties, in writing, executed, as set forth below in this section. There shall be no oral agreements regarding the subject matter of this Agreement, or any other purported agreement between the Parties. Electronic writings, including e-mail messages, text messages, tweets, instant messages, etc., their contents, and any attachments or links, and any prior or subsequent communications including oral discussions or negotiations concerning some or all of this Agreement , or any other purported agreement between the Parties, are not intended to represent and do not reflect an offer or acceptance to enter into (or amend, modify, revise, terminate, abrogate, extend, waive a breach or damages of, etc.) a binding contract, transaction or agreement, and are not intended to and do not bind any Party to this Agreement, except as set forth below in this section. Absent the written electronic express statement to the contrary as set out below, it is the express intention of the Parties, and the Parties agree, with regard to or concerning this Agreement, or any other actual or purported agreement between the Parties, that the Parties may determine that they wish to attempt to negotiate and enter into written agreements that are binding, that amend, modify, supplement, revise, terminate, abrogate, extend, waive a breach or damages, of this Agreement, or any other purported agreement between the Parties, however, the Parties intend and will continue to intend that there shall be no contract formations, waivers, revisions, modifications, supplementations, abrogations, extensions, amendments, or modifications, without one or more formal written documents executed with holographic signatures by hand with ink pen on paper (aka “wet signatures” or “pen on paper signatures”), or by means of formal secure digital signature contract execution (such as by DocuSign, or Adobe eSignature) (“secure digital signatures”), signed by duly authorized representative of each of the Parties. Any (alleged) communication to the contrary in the past, now or future, is not binding on any Party to this Agreement. The written express statement mentioned above (“electronic express statement”) shall be the following, or that which expresses the same intent as the following: “I expressly intend that this shall constitute an electronic signature to a writing thereby [forming, modifying, amending, abrogating, granting an extension in relations to, or waiving a breach to] a binding [contract or agreement].” For purposes of any agreement, a formal written document on paper with wet signatures (pen on paper signatures) or secure digital signatures and otherwise

consistent with the requirements herein, which is transmitted by facsimile, the internet, or any cell/wireless/mobile telephone system, or the like, as an image or .pdf document is valid when signed by pen on paper, or secure digital signatures, by all parties to be charged. The parties expressly state and intend that emails / texts / tweets / instant messages, etc., sent or received - even when there are multiples or combinations of these - do not include all of the essential or material terms required in order for there to be a legally binding agreement or contract between the Parties, agree that there is no meeting of the minds, and, regardless, are ineffective for purposes contract formation, modification, amendment, waiver, revision, supplementation, abrogation, extension, etc., without the electronic express statement mentioned above. No addition to or modification or consensual cancellation of this Agreement, notice or statement shall be binding unless made in one or more formal written documents consistent with the pen on paper signatures, secure digital signatures, or "electronic express statement" requirements herein. Any purported communication to the contrary is not binding.

No waiver of any breach of any provision of this agreement, notice or statement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and wet signed by pen on paper, secure digital signatures, or electronic express statement as set out herein.

11.15 Dispute Resolution.

The Parties shall endeavour to resolve any differences of opinion which may arise between them with respect to the provisions of this Agreement by negotiation between themselves personally or with the assistance of their attorneys and unless in the opinion of any party, acting reasonably, the matter in dispute is of such a significant nature to warrant it being addressed otherwise, no party shall commence any public proceedings until the negotiations have failed to produce a resolution. In furtherance of the provisions of this paragraph, all Parties hereby agree to make themselves available on short notice and to negotiate promptly and in good faith, any matter any party may wish to negotiate. If there is no resolution then the Parties agree that any dispute, claim, or action hereunder shall be resolved exclusively in and with a court of law or equity having jurisdiction over the Parties and subject matter.

11.16 Construction.

If there is any controversy regarding this agreement or the terms of this Agreement, this Agreement, will be deemed to have been drafted by all parties herein and will not be strictly construed as against any party. The parties have been made aware of their right and opportunity to consult with independent legal counsel and have either done so, or knowingly waive the right to do so. Further, the parties acknowledge that they have engaged in negotiations to reach this Agreement.

11.17 Counterparts.

This Agreement, may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement, including the judicial proof of any of the terms hereof. A photocopy, fax copy, or electronic image copy, which depicts the inclusion of one or more signatures by pen on paper, shall be deemed an original.

11.18 Attorneys' Fees.

Reserved.

11.19 Authority.

Each person signing warrants and represents that he or she has full authority to enter into this Agreement, and that all representations and warranties in this Agreement, are true and correct.

City of Stockbridge, GA	InterDev
Name:	Name:
Title:	Title:
Signature:	Signature: 
Date:	Date:
<i>I have authority to bind Client.</i>	<i>I have authority to bind Company.</i>

Addendum A



17RFP112017- DRR

Information Technology Supportive Services for City of Stockbridge, GA



Atlanta

2650 Holcomb Bridge Road
Suite 310
Alpharetta, GA 30022
770-643-4400

December 6, 2017

Chicago

2700 Patriot Boulevard
Suite 250
Glenview, IL 60026
847-503-0660



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Letter of Transmittal

City of Stockbridge, GA
Donald R. Riley, CPPB
Procurement Specialist
4640 North Henry Blvd.
Stockbridge, GA 30281

Dear Mr. Riley,

InterDev is pleased to respond to City of Stockbridge's Request for Proposal, "IT Supportive Services". InterDev is proud of its public-private partnerships with the various government agencies that rely on our comprehensive services to support their daily operations.

InterDev is a premier provider of Government Information Technology and GIS Services, and as such will be responding to this RFP. The following resource will be InterDev's primary contact for the City in this regard.

Gary Nichols, CEO
InterDev
2650 Holcomb Bridge Road, Suite 120
Alpharetta, GA 30022
gnichols@interdev.com
770-643-4400 main
www.interdev.com
Fed EIN: 58-2553449
E-Verify Company ID: 289161 Date: 12/11/09

We welcome the opportunity to partner with the staff and citizens of the City of Stockbridge. The pricing and services offered in this response will remain valid for 150-days.

Sincerely,



Gary Nichols, CEO
InterDev, LLC

Executive Summary

Information Technology (IT) Services

The City of Stockbridge is seeking a firm to provide Information Technology services for all municipal operations. InterDev understands that IT and software services may be onsite, hosted in the cloud, or provided in a Software as a Service (SaaS) model. InterDev is experienced in each of these areas and can help the City determine the best solutions for providing the highest quality services possible for the citizens of Stockbridge.

InterDev meets and exceeds all minimum requirements as stated in the RFP. InterDev's engagements with local government accounts have given us excellent insight and experience with the current hardware and software solutions favored by cities, counties and public safety departments. Our approach to securing the City's environment will reduce long-term expenses, increase compliance with State and Federal Regulations and minimize downtime so the City's staff can better support their citizens. InterDev's knowledge of the top tier municipal software solutions, including Tyler (Incode, EnerGov, Munis), BS&A, Charles Abbott, and others and our close working relationships with their service and support teams enables our staff to proactively support the City's use of the software and quickly find resolutions to issues.

The City has requested the following items in its Scope of Services (SOS). Each of these areas is discussed in this response. These service areas are standard operating processes for each of the municipalities that utilize InterDev's Managed IT Services.

- Strategic Planning and Budgeting
- Support, Management & Monitoring of Servers and Infrastructure
- Provide a Disaster Recovery Strategy
- Software/Third-Party Applications Services
- City's IT Liaison/Representative
- Help Desk Support – manage and perform
- Audio and Video Recording and Streaming
- Support Services Response
- After hours Emergency Services
- Security Maintenance

As an IT Service provider for the City of Stockbridge, InterDev will continue to apply its expertise to help the City protect and secure its facilities, enhance the quality of service for all departments, minimize spending, maximize ROI and ensure the efficient and secure operation of its network and computer systems.

Section 2 – Project Plan and Company Information

Section 2.1 Primary contact:

Gary Nichols, CEO
InterDev
2650 Holcomb Bridge Road, Suite 120
Alpharetta, GA 30022
gnichols@interdev.com
770-643-4400 main
www.interdev.com
Fed EIN: 58-2553449
E-Verify Company ID: 289161 Date: 12/11/09

Section 2.2 Project Plan – Scope of Work

Support Methodology

InterDev's approach to seamless technical operations management for our clients is simple: **closely monitor day-to-day operations; establish best-in-class operational policies and procedures; embrace applicable new technology; and look to the future to optimize planning.** We leverage technology to proactively head off problems before they occur; we provide convenient, accessible methods for users to report and receive resolution of any issues that cannot be averted. Notably, this approach produces efficiencies by reducing service calls and systems downtime, thereby decreasing the staffing requirements and expense normally associated with IT Managed Services of the size and scope requested by the City. InterDev sees Risk Management and network security as critical components for the optimization of operations at the City.

InterDev has comprehensive Network Security experience. We have found that leveraging the right technology to monitor, filter, secure, and backup/archive a client's network, infrastructure, and data drastically reduces the risks and vulnerabilities seen in media headlines every day. Our approach to securing the City's environment will reduce long-term expense, increase compliance with State and Federal Regulations, and minimize downtime so the City's staff can better support the citizens of Stockbridge.

The success of providing IT support and updates for the City's multifaceted infrastructure requires expertise, project management and a highly-skilled technical team who can hit the ground running. InterDev's proven capability to stand up government-ready IT systems and provide IT services to local municipalities—from temporary to permanent facilities—sets InterDev apart as distinctively positioned to offer innovative IT services to the City of Stockbridge.

Project Management – InterDev has an established Project Management Office consisting

of a team of project managers who are tasked with managing large or complex projects. The City's onsite lead technology resource will be tasked with local project consolidation and coordination with our internal PMO. Our project managers are PMP certified by the Project Management Institute (PMI).

Hardware and Software Standards – By implementing a standard for all IT hardware purchases, we reduce support time and cost by increasing efficiency of support staff for service and repair.

Remote Management of Servers and Desktops – Visibility and remote control of desktops allows InterDev to quickly identify issues/problems, and directly begin work on a remedy on a user's system without having to leave their desk.

Cross Training of IT Staff – Our staff is trained in a variety of disciplines so that critical knowledge is shared and does not reside with just one technical resource. This provides support flexibility for the InterDev staff and better response and reaction time for the City.

Automated IT Ticketing System – This tracking system ensures that user issues are documented, time stamped and handled in a timely fashion, and that no items go unaddressed. Strict response times and resolution rates drive efficiencies for our staff and reduce downtime for the City's end users. A careful review of trends seen in ticketing issues gives InterDev valuable feedback about not only our efficiencies, but also highlights areas where software changes and upgrades or end user training may be in order.

Identifying Innovative Technologies – InterDev not only stays on top of the current technology and trends, but strives to understand how these technologies can be used effectively and beneficially by our clients. Technology for technology's sake is not the answer, but rather what is the best solution to the problem.

Evaluating and Adopting Innovations – InterDev embraces new technology and endeavors to test it extensively before it is pushed out to our clients—provided that it is the right solution—to a legitimate business need.

Support Resources

InterDev's support team will rely upon the City's current systems and equipment or hosted SAS services to provide technology applications and platforms for the City. InterDev would expect that the City would supply City-owned notebook computers, software and cellphones for the assigned onsite staff. InterDev will supply any specialized security scanning appliances which may be used by InterDev during a security assessment of the City's environment.

InterDev will use LabTech to monitor and track each PC and system within the City network. This solution enables InterDev to monitor and keep track of all the City's technology users so we know who's who and how to support them effectively. LabTech and ConnectWise are completely

integrated across the support, CRM, ticketing and help desk functionality. That means that we use the same system to service, support and manage client issues. Every note, mail, service ticket, project, opportunity, quote, task, to-do or client-related attachment can be accessed from one spot. ConnectWise manages it all from first contact, through work in process, to detailed resolution with a complete audit trail.

Customer Satisfaction and Citizen Interaction

InterDev recognizes that IT Support and planning are primarily service focused functions. The InterDev team will strive to support all departments equally and equitably. Because we support all departments within the City through our services; our goal is to provide timely responses to all support issues and to proactively provide technology services in support of departmental goals and objectives. InterDev's team will propose what is deemed the best technology solutions based on the goals, the situation, and technology trends – but will also prepare alternative technology and services solutions if the initial recommendations do not meet budget, timeline, or other criteria for selection.

Scope of Work Overview – Information Technology

The City of Stockbridge is looking to partner with an IT services provider that can fully support, manage and provide guidance for the best use of technology in support of its service goals for the citizens of Stockbridge. InterDev provides its clients with highly trained staff that exhibit the drive, initiative and commitment to achieve the very best results for the customers they serve. InterDev's team will be dedicated to the success of the City and its initiatives and they will work closely with the City staff to improve services while monitoring budgets and reducing costs.

The City has requested the following items in its Scope of Services (SOS). Each of these areas is discussed in this response. These service areas are standard operating processes for each of the municipalities that utilize InterDev's Managed IT Services.

- Strategic Planning and Budgeting
- Support, Management & Monitoring of Servers and Infrastructure
- Provide a Disaster Recovery Strategy
- Software/Third-Party Applications Services
- City's IT Liaison/Representative
- Help Desk Support – manage and perform
- Audio and Video Recording and Streaming
- Support Services Response
- After hours Emergency Services
- Security Maintenance

Scope of Work – IT Support:

1. Strategic Planning

- InterDev will prepare and distribute a strategic management plan describing goals, objectives, and budgetary numbers to facilitate budgets and planning for the next year. For the IT team this role is expanded to cover all City Departments to ensure that all initiatives that have IT components are planned and coordinated across the City. This allows for resource planning and for the IT team to determine overlaps in technology and services, eliminating duplication and waste.
- For planning purposes, the CIO level experience you receive as part of our model will be invaluable in setting the direction of IT for the City. We will develop, with the input and approval of the City Manager and other City-designated staffers, a comprehensive strategic IT plan on a timeline to be mutually agreed upon by InterDev and the City prior to contract initiation and updated on a regular basis. As both technology and needs may evolve rapidly, we recommend semi-annual reviews of the plan.

2. Server and Workstation Administrative Services

- We utilize ConnectWise for our practice management application and LabTech for

ConnectWise v2016.1 (35535)

ConnectWise Today | My Projects | Service Ticket Search

ConnectWise | Recent | All | Nathan

Service Ticket Search > New Ticket

New Ticket

Summary: Exchange Email NOT Responsive

Company

Company: InterDev | Site: Main Location

Contact: Gary Nichols | Address 1: 2650 Holcomb Bridge Rd

Direct: (678) 672-1502 | Address 2: Suite 310

Email: gnichols@interdev.com | City: Alpharetta

State: GA | Zip: 30022

Country: United States

Ticket

Board: Service Desk | SLA: Standard SLA

Status: New | Agreement:

Type: General Support | Predecessor:

Subtype: | Estimated Start Date:

Item: | Due Date:

Duration:

Impact/Urgency: Medium/Medium

Priority: Priority 3 - Medium

SLA Status:

Initial Description

Unable to connect to Email Exchange Server

our server/desktop monitoring and support application. These best-in-class solutions have helped InterDev build an impeccable reputation among its clients for IT service and satisfaction. We envision leveraging this same technology to support efficient service delivery for the City of Stockbridge. We automate and monitor the patch management process for servers and workstations to ensure timely implementation of security updates. Automation is key to this process as it keeps this tedious yet critical task from being relegated to the back burner.

- This technology is scalable and can provide great insight into the support and optimization of the City's environment. We can accurately track equipment and software inventory to ensure an efficient refresh schedule. InterDev has an established a PC/Server Lifecycle plan for the City of Stockbridge to ensure that all desktop and laptop hardware is up-to-date and stays current with industry standards.

Data Backup and Disaster Recovery

- The foundational underpinning for the City's technology infrastructure will be the development and implementation of comprehensive disaster recovery and IT business continuity plans. These plans will directly influence policy, security, network and hardware infrastructure and software setup and deployment.
- InterDev will develop a business plan that identifies critical functions, identifies resources that support the critical functions, develops scenarios for potential disasters, and develops a strategy for testing and revising the plan. The plan will detail how long it will take to get back online, what it will cost and what plan is followed in the interim.
- InterDev has completely restructured and improved many backup and recovery infrastructures for our customers by implementing solutions that drastically reduce the amount of downtime that could occur during a disaster situation, while increasing the customers' backup capabilities. InterDev will improve backup and recovery systems and procedures to ensure all the City's critical data are properly protected.
- Annual reviews and training for the Disaster Recovery / Business Continuity plan will be conducted and after any significant changes that are made to the computer/network/ telecommunications, so that changes to the City's environment can be incorporated. In addition, audits and simulation of a disaster and recovery

will be conducted on a schedule to be mutually determined during initial planning.

3. Application Support

- Installing, configuring and maintaining any additional hardware and software is a fundamental component of our service. Our goal will be to ensure new products integrate and work effectively and perform as expected by the City, its staff and its citizens. InterDev commits to support the entire technology infrastructure for the City and effectively merging new technology into the environment is part of that commitment. Our team will act as the City's liaison during interactions with software vendors and support teams. *InterDev's teams are intimately familiar with the Tyler Incode suite of products and work closely with their sales, service and support teams.*

4. Network Administration Services

- Our staff has extensive network switching, routing, and security experience. We will manage all aspects of the City of Stockbridge network, along with looking at ways to improve IT operations to better serve the staff and citizens of the City. InterDev staff has experience with multiple VOIP systems, including the City's Cisco Unified Communications version 10.5 system.

5. Telephone, Email, and Audio Visual

- InterDev will manage and support the City's Microsoft Exchange email systems to provide a safe and secure communications environment for the City. This includes full archival services during the duration of the contract, to support all local, state and federal laws and regulatory requirements.
- New user accounts will be set up with appropriate security and access levels, and existing accounts will be reviewed to ensure they are in compliance. InterDev will engage in user and group data integration and aggregation to create common contact lists and facilitate scheduling of individuals and resources for meetings, events and action items.
- InterDev will help to support the City's VOIP phone system and work with the vendor to ensure all necessary updates and upgrades are evaluated and implemented according to City approved timelines and budgets.

InterDev will help to facilitate the design and then support the City's Audio and Video streaming systems and work with the vendor to ensure their efficient operation.

6. Remote Access Administration

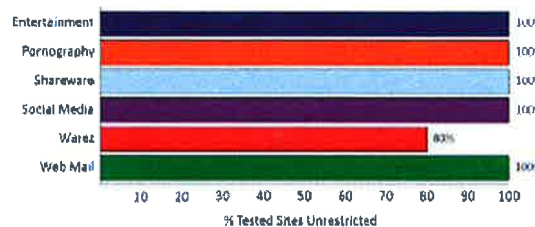
- InterDev will provide, monitor, and improve upon any existing VPN system that the

City has been utilizing. We will make sure that all access through the VPN is secured to comply with various government and industry standards, along with maintain a two-factor authentication system for access for added security.

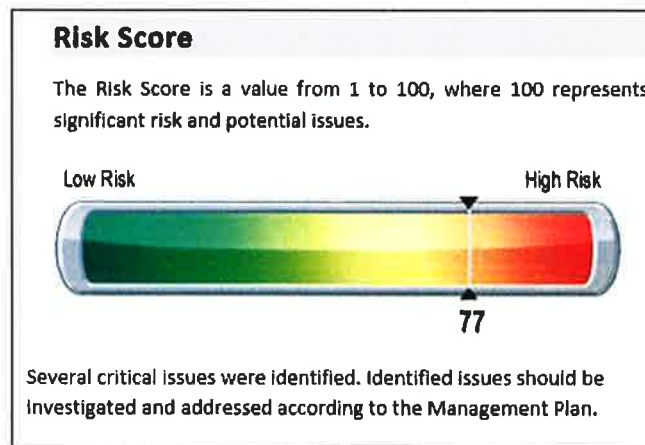
7. Annual Vulnerability Assessment

- At InterDev, we strive to provide best practice security services using state of the art techniques and tools. To conduct our Vulnerability

Internal Vulnerabilities



Assessment, we use the Rapid-Fire Tools Network Detective Scanner. Driven by the largest and most up-to-date knowledgebase of vulnerability checks in the industry, Rapid Fire Tools external and internal scanners safely and accurately detect security vulnerabilities across your entire network. As an on-demand service, new signatures are delivered weekly, giving users the ability to scan for the latest threats. Network Detective's extremely accurate scans eliminate the time drain of chasing false positives, false negatives and host crashes.



- In addition to using the Network Detective Scanner, InterDev provides detailed analysis of all vulnerabilities discovered during the scanning process. We then provide customized remediation suggestions to fit the needs of your organization. We can also assist or carry out any task that is associated with our recommendations.

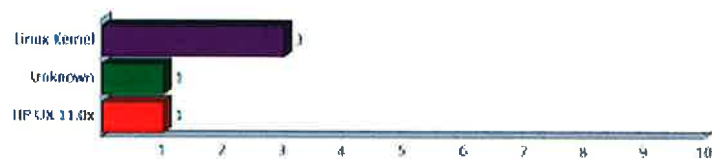
External Vulnerabilities



Host Issue Summary

Host	Analysis	Open Ports	High	Med	Low	False	CVSS
42.62.65.25	Medium risk	14	0	1	3	0	2.6
176.28.51.58 (rs208305.rs.hosteurope.de)	High risk	7	1	2	2	0	14.4
46.38.236.232 (fbnhffmnn.de)	Medium risk	13	0	2	4	0	8.8
63.230.176.46 (etsio-prod.cnf.com)	Medium risk	11	0	3	3	0	13.1
193.23.123.40 (rev-040.snrm.fr)	High risk	9	2	4	0	0	27.0
Total: 5	High risk	54	3	12	12	0	65.9

Detected Operating Systems



Service Levels and Response Times

Below is our standard calculation to determine support issues, primarily desktop support. We have also included a template for the matrix we use to help setup Service Level Agreements (SLAs) for clients. InterDev will work with the City to determine the most appropriate levels of support for each category of incident. This process will ensure InterDev's response is in sync with the City's expectations, business needs and budgets.

Urgency + Impact = Priority

An Incident's priority is usually determined by assessing its impact and urgency, where

- *Urgency* is a measure how quickly a resolution of the Incident is required
- *Impact* is measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

Incident Urgency (Categories of Urgency)

Category	Description
High (H)	• The damage caused by the Incident increases rapidly. • Work that cannot be completed by staff is highly time sensitive. • A minor Incident can be prevented from becoming a major Incident by acting immediately. • Several users with VIP status are affected.
Medium (M)	• The damage caused by the Incident increases considerably over time. • A single user with VIP status is affected.
Low (L)	• The damage caused by the Incident only marginally increases over time. • Work that cannot be completed by staff is not time sensitive.

Incident Impact (Categories of Impact)

Category	Description
High (H)	- A large number of staff are affected and/or not able to do their job. - A large number of customers are affected and/or acutely disadvantaged in some way. - The damage to the reputation of the business is likely to be high. - Someone has been injured.
Medium (M)	- A moderate number of staff are affected and/or not able to do their job properly. - A moderate number of customers are affected and/or inconvenienced in some way. - The damage to the reputation of the business is likely to be moderate.
Low (L)	- A minimal number of staff (single user incidents) are affected and/or able to deliver an acceptable service but this requires extra effort. - A minimal number of customers are affected and/or inconvenienced but not in a significant way. - The damage to the reputation of the business is likely to be minimal.

The finalized Priority Matrix for each Service Level or SLA layer would look something like below.

		Impact		
		H	M	L
Urgency	H	1	2	3
	M	2	3	4
	L	3	4	5

Priority Code	Description	Target Response Time	Target Resolution Time
1	Critical	30 Minutes	1 Hour
2	High	1 hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	24 Hours
5	Very low	1 Day	1 Week

An SLA structure such as this helps increase our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set City staff expectations for when they can expect their incident or service requests to be filled. These levels can be modified by department if higher response levels are necessary for certain City services (i.e. Public Safety).

Section 3 Project Deliverables

InterDev will work with the City of Stockbridge project sponsor and develop an approved communications plan with the status and completion of each deliverable and approved project. Weekly reporting of support tickets and SLA compliance and issue resolution is standard, but can be modified should the City find it necessary.

Project Management and Approach

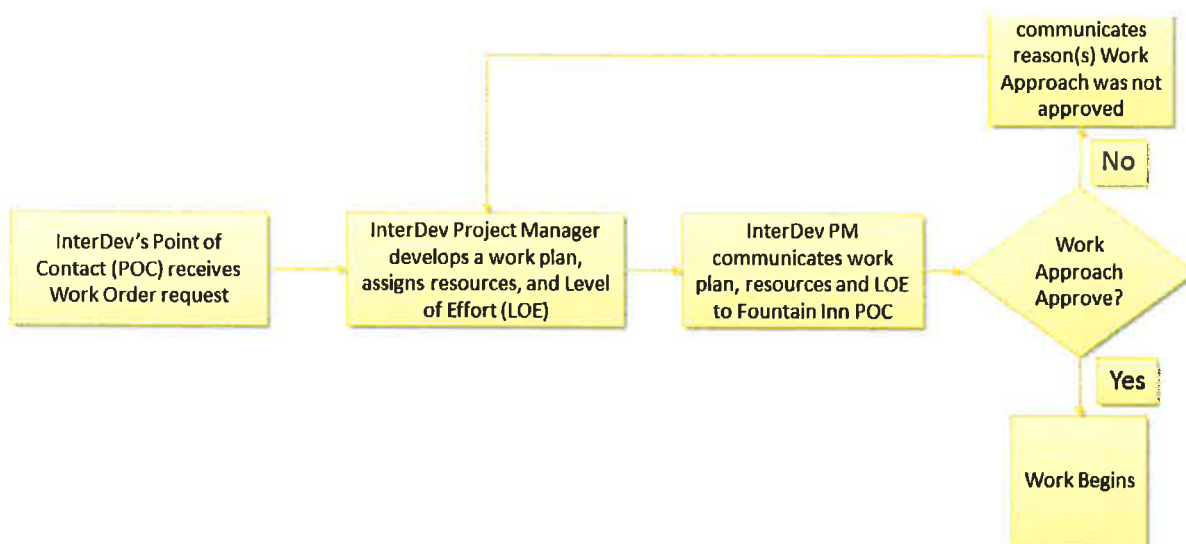
InterDev will apply our proven IT project management and oversight principles for this engagement. The InterDev project management methodology is based on the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) to ensure the highest quality through effective planning, application of technology, communication, and controls.

InterDev has an established Project Management Office consisting of a team of PMP certified project managers who are tasked with managing large and complex projects. This project's lead technology resource will be tasked with local project consolidation and coordination with our internal PMO.

Our project management methodology implements a process that includes chartering the project and project team, developing a project plan, securing endorsement of the plan, directing and managing the work, monitoring project status, proactively managing change, continually communicating with stakeholders, and effectively closing out tasks and the project. It sets clear standards for cost controls and quality assurance, and monitors progress during each step of the process.

Project Workflow

The diagram below is a general Project Workflow used to manage project and client correspondence.



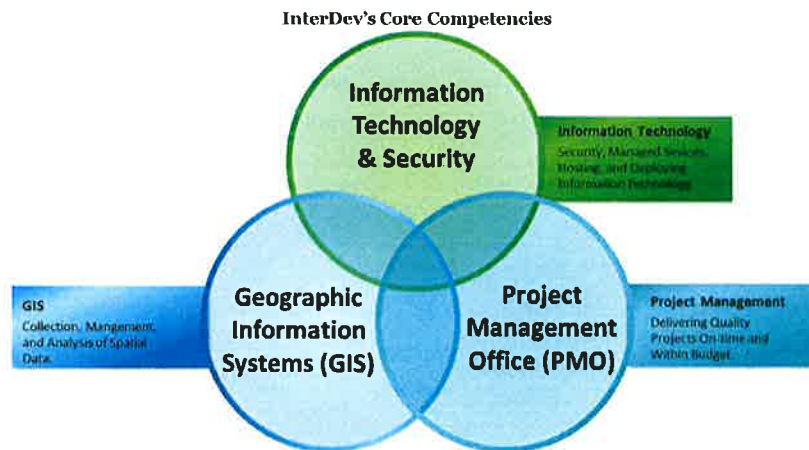
Section 4 - Staffing

4.1 Onsite Staff

InterDev will provide the City of Stockbridge with a Tier II Systems Engineer to provide mid-tier technical support and serve as the Principal in Charge liaison for City Staff and InterDev resources. Coordination and management of all InterDev resources will be communicated to the City Sponsor through the designated resource.

Corporate Background and Qualifications

InterDev has been providing information technology (IT) services and support to government, education, business and non-profit organizations for more than three decades. InterDev provides and supports a broad spectrum of technology solutions including servers and networks, security and backup/disaster recovery solutions, Geographical Information Systems (GIS) and voice and data products and architectures. InterDev is headquartered in Alpharetta, Georgia with offices in Chicago, Illinois.



InterDev History and Vision

InterDev's founder, Gary Nichols, is a recognized innovator in the IT industry, in part because of his consistent focus on the importance of strategic planning and visioning. While other companies were struggling to react and adapt to the rapid acceleration of technology that began in the 1980s, Nichols and his team were encouraging clients to adopt a disciplined, future-focused approach to every IT effort.

In the 1990s, long before most IT firms had heard the term "public-private partnership" (PPP), Nichols and his team were contracting with the State of Georgia's Office of Insurance and Safety Fire Commissioner to assist with strategic IT development, a contract that InterDev retains to this day.

In 2010, InterDev again took a leading role in the PPP movement when it was chosen by the City of

Sandy Springs for end-to-end management of its technology functions. Today, InterDev provides fully managed IT services to many cities in Metro Atlanta, five cities in the suburbs of Chicago, Illinois and another municipality in southeastern South Carolina. InterDev is an IT partner with the administrative and public safety divisions of more than a dozen other cities and government agencies. Overall, InterDev has completed successful projects with more than 35 public-sector entities.

InterDev has continued to promote the importance of strategic planning and visioning. By assisting its public-sector partners in developing and executing one, three and five-year planning efforts they have reached the goal of adopting innovative, transformative IT methodologies that lead to continuous improvement.

InterDev maintains a clear focus on achieving in the present while planning for the future. InterDev's breadth of knowledge enables the company to work with technology systems from all periods and at all levels of complexity, including the legacy systems common in public-sector environments. InterDev has a proven ability to bridge the gap between older hardware and software and new technologies as we help our government partner's transition to contemporary solutions. Furthermore, in situations where public-sector systems require updating, InterDev's recommendations routinely result in significant operating and maintenance cost reductions.

Core Values

InterDev is committed to providing top-tier services to municipal and small-to-medium enterprise corporate environments and nonprofit clientele. We apply an enterprise mentality to our work and insist on the highest ethics from our staff. We strongly believe in honesty, fair dealing, client-first mentality, respect for all, sustainable growth and stewardship of resources. InterDev is a diverse organization, both in principle and practice.

Experience

InterDev's experience in the municipal sector, working with cities and other government entities to support their business processes sets us aside from our competition. Our team is dedicated to work with the end users at each municipality to provide the best quality support processes possible.

The hallmark of InterDev's success in both the Public and the Private Sectors have been the coordination of efforts and resources with the goals and objectives of our clients. This management of efforts for our clients and their constituents is essential to the continued success of these operations. Cooperation between the InterDev staff, City Staff, vendors, neighboring communities or municipalities is key to leveraging the effectiveness and efficiency of shared initiatives and projects.

Public – Private Partnerships

Today, it is no longer practical or affordable for municipalities to single handedly stay abreast of the latest developments in IT, whether implementing cutting-edge technology systems or defending

against imminent data threats. InterDev has entered into public-private partnerships with select municipalities to bring its award-winning expertise to bear on behalf of these entities and their citizens.

As threat landscapes become more hostile, and budget restrictions make it more difficult for governments to stay current with emerging technologies, InterDev's security focused Managed IT Services offering has become the model for nearly two dozen successful public-private partnerships. Our ongoing work with cities and counties positions us to help the City of Stockbridge leverage powerful synergies that will result in more efficient, enhanced service delivery to the public. As the City's IT Service provider, InterDev will apply its expertise to help the City utilize both inter-city sharing, and to explore a "low to no-cost" Disaster Recovery exchange with a sister City or other public-sector site which is not subject to the same environmental risks.

InterDev's recent efforts to help in the sharing of technology, resources and costs to the benefit of other municipalities have included: leveraging mutual failover and disaster recovery protection between neighboring cities; sharing for mutual benefit the utilization of existing and proposed fiber related to Traffic Management and 911 services; working with local cities to directly and securely share public safety data for crime analysis; and coordinating efforts to share the cost of aerial imagery and LIDAR data for GIS mapping of local geographies.

For governments, whose budgets are increasingly restricted, municipal knowledge sharing and resource pooling is no longer a theoretical concept—it is a proven model for dynamic leadership and success. InterDev's existing partnerships with local area governments and agencies will enable the City of Stockbridge to more easily embrace this model for the benefit of the City and its citizens.

Municipal Accounts

InterDev's municipal customers include, but are not limited to, the following cities, counties or agencies:

- City of Sandy Springs, GA
- City of Dunwoody, GA
- City of South Fulton, GA
- City of Chamblee, SC
- City of Decatur, GA
- City of Tucker, GA
- Rockdale County, GA
- Columbia County, GA
- City of Beaufort, SC
- Village of Glenview, IL
- Village of Buffalo Grove, IL
- Village of Lake Bluff, IL
- Village of Kenilworth, IL
- Village of Lincolnshire, IL
- City of Highland Park, IL - Public Safety
- City of Lake Forest, IL - Public Safety
- City of Albany, GA
- City of Stonecrest, GA
- City of Holly Springs, GA
- City of Douglasville, GA
- Hall County, GA - Board of Commissioners
- Henry County, GA
- Lowndes County, GA - Board of Commissioners
- State of Georgia, Office of Insurance and Safety Fire Commissioner

With over 35 years of experience, InterDev's client list includes more than 1,250 businesses, governments, non-profits, school systems and other organizations. These varied accounts include more than 20 fully managed IT accounts – where InterDev provides their complete IT department staff and support services, from CIO to Helpdesk and all strategic planning, security, networking and troubleshooting. InterDev has regular accounts that use specific subsets of our Managed Services Plan such as server monitoring or security audits, and accounts that prefer a simple break-fix support agreement and call for IT service as needed.

Staff Certifications

In order to keep up with the rapid pace of the technology marketplace, InterDev puts forth a significant investment in continuing education and certification for every employee. Upon the first day of employment, our employees are held accountable to keep up with the latest technology solutions and trends. It is due to this requirement that our employees currently hold some of the most prestigious certifications in the technology industry. Some of these certifications include:

- Certified Information Systems Security Professional (CISSP)
- Microsoft Certified Solutions Expert (MCSE)
- Project Management Professional (PMP)
- Geographical Information Systems Professional (GISP)
- ITIL v3 Foundation
- CISCO Certified Network Associate (CCNA)
- Certified Government CIO (CGCIO)



Company Certifications

In addition to maintaining partnerships with numerous best-of-breed technology vendors, InterDev is a Microsoft Gold Certified Partner, the highest level of Microsoft solutions partners, and is a Certified Premier Level Reseller for Barracuda Networks. InterDev was recognized by Barracuda Networks as the top U.S. Reseller of the Barracuda Message Archiver. InterDev's close working relationship with industry leading hardware and software vendors provides our clients with critical information about the latest technology and the best practices for its use in their environments.



4.2 – Key Personnel

InterDev Management Team

The InterDev team assigned to this engagement represents decades of experience working with Information Technology in both the municipal and corporate arenas. As a company InterDev, has been providing IT consulting, support and planning services for over 37 years. Our work in the State and Local Government area has extended over 17 years. Each team member has extensive experience in his field and in these markets. InterDev is proud to offer a team of professionals to provide the services requested by the City of Stockbridge.

Gary Nichols, Founder & CEO

Gary Nichols founded InterDev in 1980 and along the way earned his stripes as an early adopter of PC technologies, local and wide area networking, the Internet, and the value of managed IT services.

Today Nichols leads a firm of 60+ and is responsible not only for managing the firm's strategic direction but also for overall operations and customer satisfaction. His extensive experience provides a vast background for consulting in the critical areas of network infrastructure, knowledge management solutions, cloud computing, network security and municipal IT



outsourcing.

Nichols' vision for how private-sector managed services could benefit the public sector, coupled with decades of service to varied local and state government agencies, is what ultimately led to the formation of successful public-private partnerships (PPP) with the City of Sandy Springs, the City of Tucker and the City of Dunwoody in Georgia.

Nichols earned a Bachelor of Business Administration from Georgia State University and is a Certified Information Systems Security Professional (CISSP). He is a member of the Technology Association of Georgia (TAG) and a volunteer with TAG-Ed.

Certifications:

- Certified Information Systems Security Professional (CISSP)

Competencies:

- Network Design
- Network Security
- IT Infrastructure
- Systems Integration
- IT Assessments & Audits
- Application Development
- Knowledge Management Solutions
- Disaster Response Planning
- IT Support/Help Desk
- Municipal IT Outsourcing
- VoIP/Telephony
- Drone Technology

Ashley Smith, Director of Government Services



Ashley Smith has served as the IT Manager at the City of Dunwoody for four years. His insight and planning have helped position the City of Dunwoody as a leader in the municipal arena. Smith and his team have worked diligently to ensure Dunwoody continues to set the bar for exceptional municipal services

for its citizens. He has been working in government IT for the last 10 years, at both the state and local level. Prior to joining InterDev, Smith served as the IT and Communications Manager for the City of Hapeville, Georgia, and as the IT Manager for the Hapeville Wi-Fi Network, part of the Wireless Community Georgia Grant program sponsored by the Georgia Technology Authority.

As a presenter at the Georgia Municipal Association's Annual conference and the Annual Mayors' Day conference, Smith has taught classes on best practices in government IT and on using technology to improve government operations.

Smith has a Masters of Public Administration from Georgia Southern University and has his **Certified Government CIO (CGCIO)** certification.

Certifications:

- Certified Government CIO (CGCIO)
- Cisco Certified Network Associate (CCNA)
- Network +
- GCIC Data Integrity
- DHS Technology Recovery Training
- DHS Project Management certificate

Competencies:

- FEMA Disaster Recovery Training
- Network Design
- Network Security
- IT Infrastructure
- IT Assessments & Audits
- Knowledge Management Solutions
- Disaster Response Planning
- IT Support/Help Desk
- Municipal IT Outsourcing
- VoIP/Telephony
- Tyler Incode
- Spillman
- Storage
- Security
- Windows Server Solutions
- NetApp

Daniel Schultheiss, Chief Operating Officer, COO



Daniel Schultheiss joined InterDev in 2006 as a Network Engineer and implemented InterDev's Managed Services platform. He played a key role during a major upgrade to the Lawrenceville Police Department's server infrastructure and was heavily involved in the program setup for InterDev's contract with the City of Sandy

Springs, transitioning the City from a hosted domain to an on-premise solution. While at the City Schultheiss managed a staff of nine employees including network engineers, helpdesk specialists and GIS staff.

From 2013-2014 he served as the IT Director at the City of Brookhaven, Georgia, where he was responsible for all IT infrastructure, systems integration, and telecommunications and provides support for the City employees, Police and Fire Departments.

In 2014 he was promoted from Government Services Director to the Director of Information Technology & Security, CSO for InterDev. Schultheiss shares his extensive expertise in government IT and Security to provide analysis and recommended enhancements for the IT infrastructure of corporations and municipalities supported by InterDev. He has 10 years of IT experience, including positions as Senior Systems Engineer and SAN Specialist for InterDev's corporate and municipal accounts.

Schultheiss graduated from the University of South Carolina in 2006 with a Bachelor of Science degree in Computer Engineering. He is a member of the Technology Association of Georgia (TAG).

Certifications:

- Certified Information Systems Security Professional (CISSP)

Competencies:

- Public Safety
- CJIS Support
- Security
- Storage
- Networking
- Dell EqualLogic
- VMWare
- Barracuda
- Palo Alto
- SonicWALL
- WatchGuard

Neil Matchan, Chief Technology Officer, CTO



Neil Matchan joined InterDev in 1998 as a Senior Systems Engineer. He served as Director of IT Services from 2006-2013, overseeing InterDev's Technology Department and all related projects and client interactions. In 2014 he was promoted to CTO, a role that more clearly represents the contributions he makes to InterDev today.

Matchan has been instrumental in developing, managing and growing InterDev's Managed Services program. Prior to joining InterDev, Matchan worked in corporate sales for CompUSA, where he was named a Top 30 performer in the nation for corporate sales, and was the #1 Account Executive at his location from 1995-1998.

Matchan studied Industrial Psychology at Georgia State University and graduated from the Network Administrator Specialist program at Oglethorpe University.

Certifications:

- Certified Information Systems Security Professional (CISSP)
- Microsoft Certified Systems Engineer(MCSE)
- Microsoft SBS 2008 Certified Engineer
- Barracuda NG Firewall Engineer
- Barracuda Networks Spam Certified Engineer
- VMware administrator
- Barracuda Networks Message Archiver Certified
- Barracuda Networks Load Balancer - Certified
- Dell Product Specialist since 1994

Competencies:

- Network Design
- Network Security
- IT Infrastructure
- Systems Integration
- IT Assessments & Audits
- Knowledge Management Solutions
- Disaster Response Planning
- Ruckus Wireless
- VoIP/Telephony
- Storage
- Security
- Microsoft SQL Server
- Windows Server Solution

Lewis Wilkinson, Senior Project Manager, PMP



Lewis Wilkinson joined InterDev in 2011 as an Account and Project Manager. In 2012, he spent an eight-month engagement overseeing the citywide Tyler Munis Enterprise Resource Planning (ERP) conversion at the City of Sandy Springs. He is currently managing InterDev's team of PMI Certified project managers in the

InterDev Project Management Office (PMO). During the first six months of 2014, Wilkinson worked closely with Village management and the GovIT Consortium transition team planning the orderly transition of five municipalities to InterDev's Managed IT Services.

Prior to joining InterDev, he spent 14 years working in sales, service, and support of ERP systems with companies including Computer Associates, SSA, BAAN, Systems Conversion, PowerCerv, BravePoint, and QAD. He has covered manufacturing, warehouse logistics, financial management and reporting in corporations in the USA and Mexico. During his InterDev tenure, he has worked extensively with Tyler Munis, Tyler Incode, New World Systems, Cityworks and the ESRI GIS software suite.

Wilkinson has deep experience with the implementation, project management, integration and oversight of enterprise systems with an emphasis in ERP and GIS systems.

Wilkinson earned a Bachelor of Arts in Sociology with Minor in Computer Science from Wake Forest University. He is a certified Project Management Professional as recognized by the Project Management Institute.

Certifications:

- Project Management Professional (PMP)®
- Certified ScrumMaster® (CSM)
- ITIL Foundations

Competencies:

- Enterprise Systems
- BS&A Software
- Tyler
 - Munis
 - Incode
 - EnerGov
 - New World Systems
- ESRI GIS Suite
- SAP R3
- Lawson
- Infor
 - Warehouse BOSS
 - PRMS
 - ManMan
 - CAS
 - BPCS
- QAD Logistics
- Microsoft Dynamics

Jesse Cail, Sr. Security Engineer, CISSP, GSEC



Jesse Cail is Interdev's Sr. Manager of the company's overall information security program. This includes identifying applicable regulatory compliance requirements and industry best practices, write and implement policy, develop user awareness training, conduct vulnerability and risk assessment, and the application of mitigating controls. Jesse has been tasked to research, test and implement security technologies without adversely impacting production environments. He has background in Windows Server Administration in virtual environments to include Active Directory and Exchange integration, DNS and DHCP configuration and management, group policy development and implementation, and all aspects of desktop and client support.

Knowledgeable in: NIST Cyber Security Framework, Payment Card Industry Standards, Criminal Justice Information Services Security, HIPAA Security Rule, IRS Pub 1075, Critical Security Controls, Check Point Software Blades and Gaia R77.20/R77.30, Cisco Umbrella/OpenDNS, Barracuda Networks Spam & Virus Firewall, Symantec Endpoint Protection Manager and Client (12 & 14), Thycotic Secret Server, Thycotic Password Reset Server, Kali Linux, NMAP Scanner, Nessus, Qualys, Nexpose, VMware ESXi, VMware vSphere, Microsoft Windows Server 2003, 2008, and 2012, Microsoft Exchange 2010, and 2016, SQL 2012 and 2014, Microsoft Direct Access, Windows 7, Windows 8, and Windows 10 Desktop Environments, Apple OS X, Apple IOS, Microsoft Office 2010, 2013, and 2016, WSUS 3.0, Ubuntu, Open SUSE, Air watch Mobile Device Management, U.S. Army Special Operations Forces Deployable Node family of systems, U.S. Army Special Operations Radio Integration System, and U.S. Army Special operations Tactical local area network (TACLAN)

United States Army

4th Battalion, 5th Special Forces Group (Airborne) – Fort Campbell, Kentucky
National Security Council, White House –Washington, D.C.
White House Communications Agency – Washington, DC

Certifications:

- Certified Information Systems Security Professional (CISSP)
- GIAC Security Essentials Certification (GSEC)

Competencies:

- Public Safety
- CJIS Support
- Security
- Storage
- Networking
- Dell EqualLogic
- VMWare
- Barracuda
- Palo Alto
- SonicWALL
- WatchGuard
- NIST Cyber Security Framework
- Payment Card Industry Standards
- HIPAA Security Rule
- IRS Pub 1075
- Critical Security Controls
- Check Point Software Blades and Gaia R77.20/R77.30
- Cisco

Mike Edelson, Geographic Information Systems Professional, GISP



Mike Edelson is an InterDev GIS analyst, with more than 13 years of experience in geospatial technologies in both private and governmental settings.

Edelson has managed multiple large projects, including GIS military master planning services for dozens of military installations throughout the world, including the United States, Afghanistan, Iraq, Kuwait, India, Bangladesh, Korea, and Kyrgyzstan. He was also a key participant and contributor in multiple local governmental startups, including the new Georgia cities of Sandy Springs, Johns Creek, and Brookhaven. He has an undergraduate degree in Geography from Florida State University, earned his Geographic Information Systems Professional certification, and is in the process of completing his certification as a Project Management Professional.

Competencies:

- GIS Enterprise Design & Management
- Web Mapping
- Project Management
- Application Development
- Cartography
- ArcGIS Online
- Military Master Planning
- Data Modeling
- 3-D Visualization
- Land Surveying

Certifications:

- GIS Professional (GISP)
- Security Clearance, US Department of Defense

Relevant GIS Project Experience

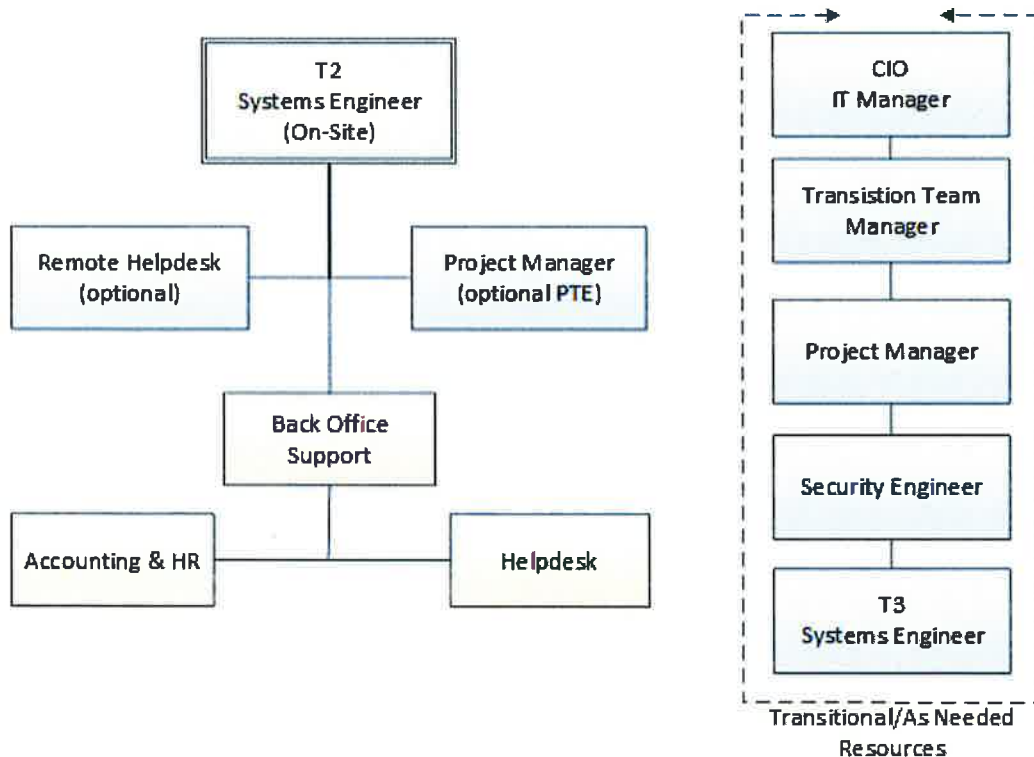
- **GIS Manager, City of Brookhaven, Georgia, 2013–2015** Managed the design, build, and implementation of the City's enterprise-wide GIS Department.
- **Project Manager, Duke Energy Nuclear Project, 2008-2013** Provided GIS services in support of two U.S. nuclear power facilities. Responsibilities include overseeing map production, quality control, data management, analysis, scoping, budgeting, and client services.
- **Senior GIS Analyst, City of Decatur GIS Services, 2012-2013.** Maintained the City of Decatur's core GIS data layers and supported the analysis and mapping of all city departments. These departments included: Planning & Zoning, Public Works, Fire, and Historic Preservation.
- **GIS Lead for Site Capacity Survey for Nine (9) Air Force Bases, Iraq, 2009–2010.** Services entailed interpreting, creating and analyzing products using Common Installation Picture (CIP) files to create GIS maps and datasets in support of base planning.

Section 4.3 Directory

Name	Title	Office	Cell	Email
Cail, Jesse W	Security Officer	678-672-1535	770-366-2549	jcail@interdev.com
Edelson, Mike	GIS Manager	678-672-1528	404-664-3874	medelson@interdev.com
Holder, Nathanael T	Project Manager	678-672-1508	770-843-3922	nholder@interdev.com
Nichols, Gary E.	CEO	678-672-1502	770-337-5900	gnichols@interdev.com
Schultheiss, Daniel	Chief Operating Officer	678-672-1522	678-372-9900	dschultheiss@interdev.com
Smith, Ashley J	Govt Services Director	678-672-1512	678-451-3589	ashley.smith@dunwoodyga.gov
Wilkinson, Lewis C	Senior Project Manager, PMP	678-672-1506	770-500-0138	lwilkinson@interdev.com

Section 4.4 Organization Chart – Stockbridge

City of Stockbridge, GA IT Support Team



Section 5 – Availability of Key Personnel

The resources to be assigned to this project will be available to begin the transition at the requested time. The designated Tier II systems engineer will be assigned exclusively to Stockbridge as a Full Time Employee. The allocation of all additional resources will be scheduled as needed and approved by the City's acceptance of the necessary Statement(s) of Work (SOW) for the designated tasks.

Section 6 - Project Schedule

Project Schedules and SOWs will be required and utilized for each project outside the scope of standard technical support services which are requested by the City. InterDev will prepare the schedules and SOWs in conjunction with City and InterDev resources to ensure accuracy and resource availability (from both City and InterDev).

Section 7 – Financials

Financial forms and information are attached in the Addendum section of this response. InterDev financials are confidential and InterDev requests that the City withholds this information from all public information requests or other publications.

Section 8 – Cost

Pricing can be found in separate Pricing envelope per RFP request.

References – Contacts and Descriptions

Location	Contact	Contact Information	Services	Startup Role
City of Sandy Springs, GA	John McDonough , City Manager	Phone: 770-206-1414 jmcdonough@sandyspringsga.gov	Full IT, GIS, and Security Services	GIS Team Staff for City Startup
City of Tucker, GA	Tami Hamlin City Manager	Phone: 678-597-9040 thanlin@tuckerga.gov	Full IT, GIS, and Security Services	Startup of Full IT, GIS, and Security Services
City of Dunwoody, GA	Eric Linton City Manager	Phone: 678-382-6700 eric.linton@dunwoodyga.gov	IT Team Staff for City Startup	Full IT, GIS, and Security Services
City of Douglasville, GA	Marsha Thomaston , City Manager	Phone: 678-796-5736 Thomastonm@douglasvillega.gov	IT Staffing, vCIO, ERP Implementation Services	IT Staffing, vCIO, ERP Implementation Services
Rockdale County, GA	James Howell , IT Director	Phone: 770-278-7076 jc.howell@rockdalecounty.org	IT Project Services for Network, SAN, Server and ERP Upgrades	IT Project Services, Network Planning, and Infrastructure Redesign
City of Beaufort, SC	Bill Prokop , City Manager	Phone: 843-525-7078 wprokop@cityofbeaufort.org	Full IT and Security Services	Full IT and Security Services
Columbia County, GA	Glenn Kennedy , Assistant County Manager	Phone: 706-868-3488 gkennedy@columbiacountyga.gov	IT Security Assessment	Project based Security and DR Planning
Village of Glenview, IL	Amy Ahner Director of Administrative Services	Phone: 847-904-4331 aahner@glenview.il.us	Full IT and Security Services	Full IT and Security Services

City of Sandy Springs

7840 Roswell Road, Building 500
Sandy Springs, GA 30350

John McDonough
City Manager
770-206-1414-office
jmcdonough@sandyspringsga.gov



Contract Description: Fully Managed IT Services and GIS Services

Place of Performance: Headquarters in Sandy Springs, GA

Period of Performance: April 2011 to Present

InterDev is providing and is responsible for all elements of the City of Sandy Spring's information technology, GIS Services, communications infrastructure and support. We provide all levels of support from CIO through network engineering, network security, network administration and helpdesk.

InterDev is actively assisting the City of Sandy Springs to leverage advances in the areas of multimedia communications, data processing and storage management to improve the public safety and services provided to the citizens of Sandy Springs. In pursuit of this goal, InterDev is working with internal and outside resources to provide upgrades to the City's current environment.

A critical component of the Sandy Springs project is a comprehensive failover and backup solution. In the event of a disruption or disaster at one of the facilities, the other site can start up as a temporary server and data location, providing extremely rapid and secure continuity of all IT services and communications for the City.

In support of the future requirements for unified/shared communications and rich media, including HD video, voice and data integration, InterDev deployed new infrastructure, systems and security solutions for the City of Sandy Springs. These upgrades enable the City's technology to support such direct public safety benefits as ALPR (automated license plate recognition) in-car and on-officer video, traffic cameras and the ability to patch in school-camera feeds all in a highly secure yet manageable environment.

City of Dunwoody

41 Perimeter Center East, Suite 250
Dunwoody, GA 30346



Eric Linton

City Manager

Phone: 678-382-6700

eric.linton@dunwoodyga.gov

Contract Description: Fully Managed IT Services and GIS Services

Place of Performance: Headquarters in Dunwoody, GA

Period of Performance: January 2012 to Present

InterDev is responsible for providing the complete Information Systems environment IT staffing and GIS services for the City of Dunwoody's, communications, technology infrastructure and support requirements. We provide all levels of support; from an advisory CIO position through security officer, network engineering, network administration and helpdesk positions.

InterDev is proactively assisting the City of Dunwoody to evaluate and deploy leading edge technology to best support the goals of the City and the requirements of its residents. All departments, including Public Safety and administrative areas, benefit from these technology advances and leverage them to deliver the best possible service levels for their residents. In pursuit of this goal, InterDev is partnering with internal and outside resources to provide upgrades to the City's current environment and planning for the future.

In support of the future requirements for unified/shared communications and rich media, including HD video, voice and data integration, InterDev recommended new infrastructure and systems for the City of Dunwoody. These upgrades enabled the City's technology to support such direct public safety benefits as ALPR (automated license plate recognition) in-car and on-officer video, traffic cameras and the ability to patch in school-camera feeds. InterDev is helping to foster the City's close collaboration with the City of Sandy Springs' Police and Fire departments. The integration and shared data and resources between these neighbors greatly extend the positive impact on public safety in both cities.

Village of Glenview, IL

2500 East Lake Avenue
Glenview, IL 60025

Amy Ahner

Director of Administrative Services

847-904-4331

aahner@glenview.il.us



Contract Description: Fully Managed IT Services

Place of Performance: Glenview Municipal Building, Glenview, IL

Period of Performance: January 2013 to Present

InterDev is responsible for providing the complete Information Systems environment and IT staffing for the Village of Glenview, communications, and technology infrastructure and support requirements. We provide all levels of support; from an advisory CIO position through security officer, network engineering, network administration and helpdesk positions.

InterDev is proactively assisting the Village of Glenview to evaluate and deploy leading edge technology to best support the goals of the City and the requirements of its residents. All departments, including Public Safety and administrative areas, benefit from these technology advances and leverage them to deliver the best possible service levels for their residents. In pursuit of this goal, InterDev is working with internal and outside resources to provide upgrades to the City's current environment.

Glenview is the leader of an IT consortium of five Villages in the Chicago suburbs called GovITC. InterDev was selected to provide fully managed IT services for all members of this consortium. We provide all IT services including resource and services sharing and planning for the consortium as a whole and each municipality individually.

Data Center Pictures

City of Sandy Springs, GA

City Stats:

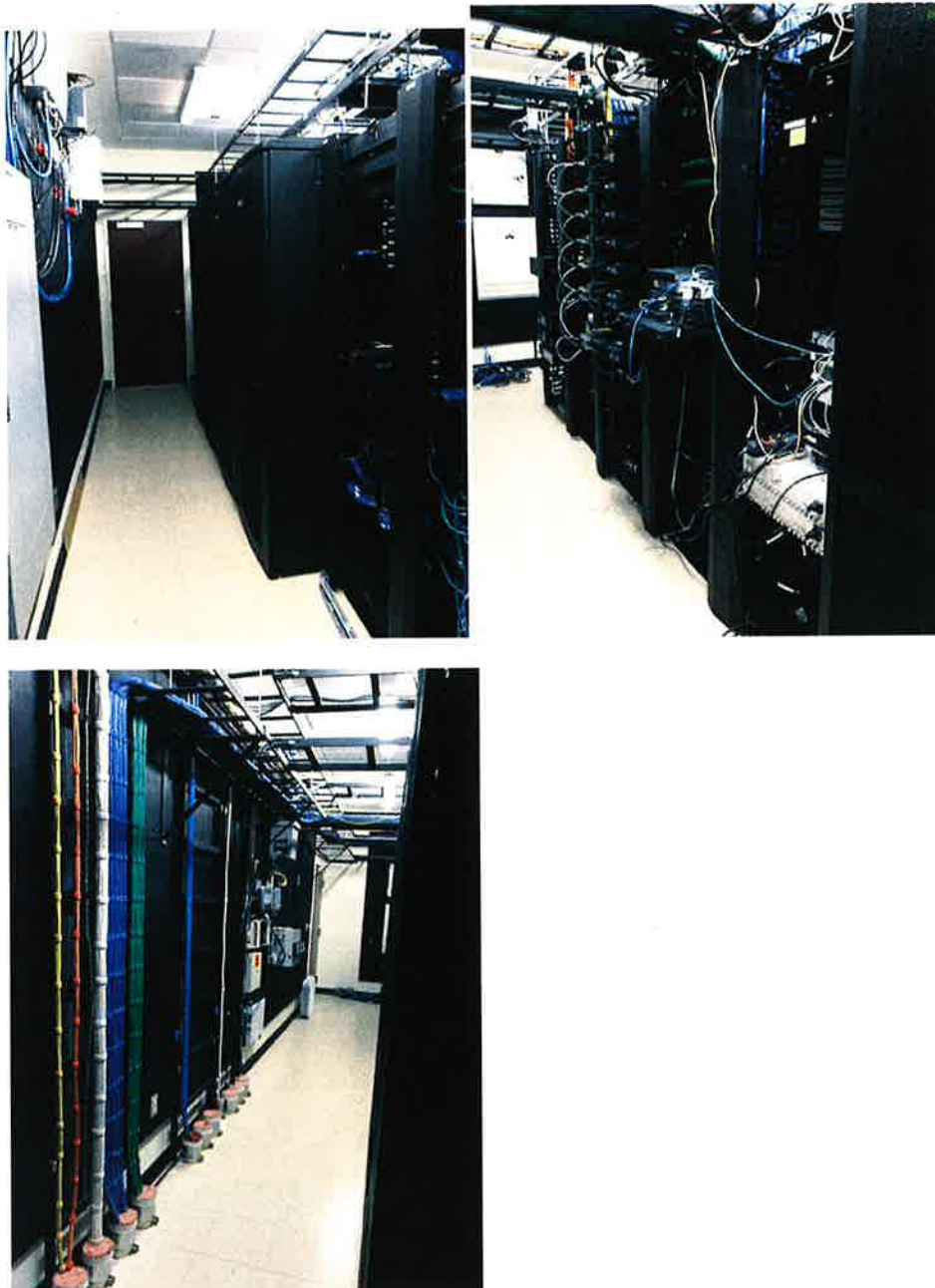
- End Users: 350 including Police & Fire
- Software: Tyler Munis – onsite servers
- Full Offsite replication for Failover DR



City of Douglasville, GA

City Stats:

- End Users: 235 including Police & Fire
- Software: BS&A – onsite servers



City of Beaufort, SC

City Stats:

- End Users: 225 including Police & Fire
- Software: Tyler Munis – Hosted



Security

Organizations must consider the importance of their security and the security of their data. The information you receive from your citizens as well as the information you maintain for the efficient operation of the City should be well protected. Proving that the City has a secure and stable network and computing environment assures citizens/customers that their information is safeguarded. You do not want to wait for a breach in security to attempt to secure your information. A data breach can cost in the millions of dollars. It could also result in extensive negative publicity and may subject the organization to on-going audits to ensure such an incident does not occur again. The cost of a security incident will almost always be higher than the cost of its prevention. Comprehensive security practices and structured IT maintenance procedures ensure a smooth road for municipal operations.

InterDev takes the security of our corporate and municipal clients very seriously. Our top executives are **CISSP certified** and provide the guidance and direction for the secure operations within our municipal clients. Our ProActive™ Security framework helps companies and municipalities raise the bar or establish new security levels that meet/exceed Security Best Practices. InterDev will guide your organization through the process to identify areas of vulnerability and develop a plan to address them.



InterDev is well versed in the security requirements related to the support and operations of Police, Fire and EMT. Our staff supports Public Safety operations across multiple States and in many local municipal operations. Due to the sensitive nature of the data managed by InterDev at our Public-Sector clients, and in accordance with State and Federal laws, all InterDev government team members have participated in official FBI - Criminal Justice Information Systems (CJIS) training. All members of the transition team have undergone thorough background checks by multiple municipalities, state and federal agencies. All additional staff members assigned to support the City of Stockbridge will be subject to InterDev's rigorous internal background checks and any City background investigations requested. The categories below make up the areas investigated and assessed during an InterDev Security Assessment. These categories follow the ISO 27001 Security Standards – the leading international security standards organization for corporate and government operations.

Required Forms

RFP Pricing Form

Pricing

IT Staffing Rationale

We believe the City's desire to obtain a higher level of onsite Information Technology Support for the service, maintenance and management of its technology infrastructure and associated vendor relations, warrants a comprehensive Managed Services Plan with:

- **Tier II Systems Engineer** – on-site 40 hours per week (FTE)

This resource will be supported by InterDev's technology, security and project management resources for issues or special projects which are either outside the scope of this support contract or beyond the expertise level of the assigned Tier II onsite engineer.

Full Time Resources	Hourly Rate	Monthly Cost (FTE)
Systems Engineer Tier II • (FTE model of 2080 hours/year)	\$66.71	\$11,563
TOTAL Managed Services Price	Monthly Total	\$11,563
Resource/Service Rates will increase by 5% annually for the life of the contract.		

Additional Software and Services

<u>Recommended</u> Software Licensing	Rate	Cost
ConnectWise Ticketing and LabTech software – (server & desktop monitoring, patching, inventory and remote access)		
• Engineer license - per user (monthly)	\$75.00/engineer	\$75.00
• System License - per PC & Server (monthly)	65 systems @ \$3.00/month	195.00
Antivirus – Webroot antivirus software & updates		
• System License - per PC (monthly)	65 PCs @ \$1.50/month	\$97.50
Monthly Utilities Total		\$367.50

Additional Resources

Additional resources will be assigned during the transition time and will be available thereafter at a reduced hourly rate for City projects and planning.

InterDev will recommend that the City consider including some level of commitment for the following resources. Our experience working with municipalities has shown that the application of CIO level planning and dedicated IT project management resources has been a great benefit and savings in both City resources and expense. The rates for these and the other resources requested by the City can be seen in the attached hourly rate chart.

- Optional – CIO, IT Manager - Billed hourly or partial FTE based on City planning and budgeting processes for IT and cross-department technology use
- Optional - Project Manager –Billed hourly or partial FTE based on various technology selection, deployment or implementation projects
- Optional - Remote Helpdesk Support (available 7X24) as backfill for onsite FTE during vacation or absence.

COST PROPOSAL

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

GROUP 1 – INFORMATION TECHNOLOGY SUPPORTIVE SERVICES:

Position	Hourly Rate
Project Management per hour	\$96.00 /hour
IT SUPPORTIVE SERVICES:	
Principal-in-Charge IT Manager	\$ 168.00
Cloud Support Engineer Tier III as needed rate	\$ 150.00
Network Engineer, Licensed Tier III	\$ 150.00
Network Engineer, Not Licensed Tier III	\$ 150.00
Network Support Engineer Tier III	\$ 150.00
IT Support Professional Tier II	\$ 120.00 Full Time \$66.71
IT Support Technician Tier II	\$ 120.00
Help Desk Technician Tier I Helpdesk	\$ 77.00
Desktop Support Specialist Tier I Helpdesk	\$ 77.00
Help Desk Technician Tier 3 Tier I Helpdesk	\$ 77.00
Help Desk Technician Tier 2 Tier I Helpdesk	\$ 77.00
Help Desk Technician Tier 1 Tier I Helpdesk	\$ 77.00
Computer Repair Technician Tier I Helpdesk	\$ 77.00
Administrative (Sales)	\$
Customer Service Support	\$
Total Yearly Cost for IT Supportive Services Tier II FTE	\$ 11,563/mo \$138,750/year

Total Cost for All Services Rendered \$ 138,750

Cost for one (1) full time Tier II Systems Engineer onsite 40 hours per week. All project and additional additional requested resources will be provided at the rates above with pre-approval by City.

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. R18-923

RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH INTERDEV TO PROVIDE FOR INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE CITY OF STOCKBRIDGE; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; PROVIDING FOR SEVERABILITY, REPEALING INCONSISTENT RESOLUTIONS, PROVIDING 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;

WHEREAS, the City finds it necessary and desirable to enter into a contract for the provision of Information Technology Support Services with InterDev.

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

1. **Approval of Execution.** The City hereby approves the contract for Information Technology Support Services, attached hereto as Exhibit A and the Mayor 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 inconsistent with this Resolution are hereby repealed.
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

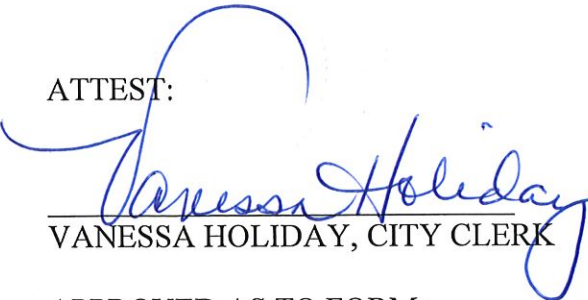
SO RESOLVED, this the 3rd day of April, 2018.

CITY OF STOCKBRIDGE, GEORGIA



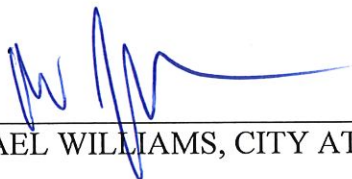
ANTHONY S. FORD, MAYOR

ATTEST:



VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:



MICHAEL WILLIAMS, CITY ATTORNEY

EXHIBIT A
CONTRACT



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

03/27/2018

FUNDING SOURCE

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required

- ☒ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ SPONSORSHIP
- ☐ DEPT. FUND BALANCE

FROM ACCOUNT: 100-15100-521211

TO ACCOUNT:

PRESENTER: DONALD R. RILEY, CPPB

ITEM/PROJECT/EVENT: 17RFP112017-DRR, Information Technol-

DESCRIPTION: InterDev. LLC shall provide Information Technology Services. Proposer shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater. InterDev. LLC must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas; Enhance the quality of service to all of its employees, and ultimately the citizens; Minimize downtime and technical support costs; Ensure security of data and compliance with GA Records Retention requirements; Maximize return on investment in IT hardware and software and Plan and provide for Disaster Recovery procedures. InterDev. LLC shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater. InterDev. LLC must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas; InterDev. LLC must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas.

APPROVED BY:

FINANCE DEPT. _____

CITY MANAGER _____

AMOUNT

\$ 100,000.00



City of Stockbridge

Agenda Item Summary:

Page 1 of 2

Council Meeting Date
03/27/2018

Requesting Agency

Finance Department

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a recommended proposal – **Finance Department** - RFP#17RFP112017-DRR with InterDev LLC. (Alpharetta, GA) for the purchase of Information Technology Supportive Services for the City of Stockbridge. The term of this Agreement shall be for one (1) year with two (2), one (1) year renewable options.

Requirement for Council Action *(Cite specific City policy, statute or code requirement)*

In accordance with City of Stockbridge Procurement code, sections 3.30.080 (C) requests for approval of competitive sealed proposal, shall be approved by the City of Stockbridge City Council.

Is this Item Goal Related? *(If yes, describe how this action meets the specific Council Focus Area or Goal)*

☒ Yes ☐ No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The Finance Department request approval of recommended proposal to InterDev LLC. for Information Technology Supportive Services for the City of Stockbridge.

- InterDev shall demonstrate that it has at least five (5) local government clients that have contracted with it for the same or similar services within the last three (3) years, and shall provide the City with contact information for those clients to allow the City to obtain their recommendations as to the services rendered by InterDev. InterDev shall further satisfactorily demonstrate significant experience in working with municipalities and/or governmental agencies in information technology, audio & video and telecommunication in a supportive role.
- InterDev shall demonstrate knowledge, skills, abilities and experience in the following areas:
- InterDev shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater.
- InterDev must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas;
- Enhance the quality of service to all of its employees, and ultimately the citizens;
- Minimize downtime and technical support costs;
- Ensure security of data and compliance with GA Records Retention requirements;
- Maximize return on investment in IT hardware and software;
- Plan and provide for Disaster Recovery procedures;
- InterDev are encouraged to provide as much detail as possible in this proposal regarding their capability and expertise, scope of services, and approach to protecting and securing the technology used by City users. This RFP requests specific information and in responding, InterDev are encouraged to provide any additional information they believe is relevant.

Agency Director Approval

City Manager's
Approval

Typed Name and Title

Phone

Signature

Date

Preliminary Timeline for upgrades to the City's existing systems (Audio & Video, Phone, Network, Email, Computers and all other IT functional support systems); and

- The City has the following locations that requires an active network, routers, WI-FI, and IT support functions that must be maintained at all times:
- City Hall – 4640 N. Henry Blvd. - 35 users;
- Municipal Court – 4602 N. Henry Blvd. – 4 users;
- Merle Manders Conference Center – 111 Davis Road – 200 users;
- Merle Manders Administration Building – 111 Davis Road – 5 users;
- Sanitation (Public Works) – 351 Taylor Drive – 30 users; and
- Water/Sewer Administration Building – 100 Stapleton Drive – 10 users.
- 5.2. City of Stockbridge has the following configurations, networks, domains, printers, and computers set-up for the following at the locations listed above:
- 5.2.1. Domains - The City currently has one (1) domain. Email is currently hosted at City Hall.
- 5.2.2. Servers Windows - 2008 R2 and Windows 2012 R2
- 5.2.3. Workstations - There is a mix of Windows 7, windows 8.1, windows 10.0 PRO systems currently on the network.
- 5.2.4. Printers The City utilizes a variety of desk top printers and business hubs.
- 5.2.5. Software - The software applications run/accessed by each department vary significantly, but the most critical include:
- 5.2.5.1. Microsoft Office 2007, 2013 and Office 365; 5.2.5.2. Windows Server 2008 R2 and 2012 R2; 5.2.5.3. Tyler InCode X, and Incode 8; 5.2.5.4. Courtware; 5.2.5.5. BIS Digital; 5.2.5.6. SQL; 5.2.5.7. Sonicwall GMS; 5.2.5.8. Minute Traq; 5.2.5.9. ISeries access to AS 400 based programs; 5.2.5.10. VMWare; 5.2.5.11. VEEAM; 5.2.5.12. Trend Micro Anti Virus; 5.2.5.13. Citrix; 5.2.5.14. Exchange 2010; 5.2.5.15. ARC GIS; 5.2.5.16. Asset Track; 5.2.5.17. Adobe Reader and Pro; 5.2.5.18. ARC Reader; and 5.2.5.19. InterGOV for GIS Software.

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Information Technology Services – Administration - 100-15100-521211 - \$100,000.00

Exhibits Attached

(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Exhibit 1: Tabulation Sheet

Exhibit 2: Evaluation Scoring Sheet

Source of Additional Information

(Type Name, Title, Agency and Phone)

Randy Knighton, City Manager at (770) 389-7900 ext. 204

EXHIBIT 1 – CURRENT LIST OF UPCOMING PROJECTS

- 1) Multi-Factor Authentication**
- 2) DarkWeb Monitoring**
- 3) Upgraded Email Security Protection including Phishing protection**
- 4) Veeam Backup and Replication Solution**
- 5) New Police Department**
- 6) Ted Strickland Building**
- 7) Merle Manders Upgrade**

CITY OF STOCKBRIDGE



**RFP # 17RFP112017-DRR
INFORMATION TECHNOLOGY SUPPORTIVE SERVICES**

**RFP ISSUANCE DATE:
NOVEMBER 6, 2017**

**PRE-PROPOSAL CONFERENCE DATE:
NOVEMBER 29, 2017 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:
DECEMBER 1, 2017 @ 3:00 P.M. EST**

**RFP DUE DATE AND TIME:
DECEMBER 7, 2017 @ 12:00 P.M. EST (NOON)**

**ALL INQUIRIES MUST BE DIRECTED TO:
Donald R. Riley, CPPB, Procurement Specialist
VIA E-MAIL AT: DRILEY@CITYOFSTOCKBRIDGE-GA.GOV**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

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SECTION 1 INFORMATION AND INSTRUCTIONS

1. **Services Required:** This Request for Proposals (“RFP”) from qualified Consultants (“Consultant” or “Consultants”) by the City of Stockbridge (“City”) is seeking services for an INFORMATION TECHNOLOGY (IT) SUPPORTIVE SERVICES for Stockbridge, Georgia. A detailed Scope of Services (“SOS”) is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Consultant acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Consultant and team member shall have the minimum experience set forth in this RFP.
4. **Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **No Offer by City and Firm Offer by Consultant:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Consultant to form an agreement. This solicitation is only an invitation for offers from interested Consultants and no offer shall bind the City. A Consultant’s offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City’s Code of Ordinances and other applicable law.
6. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and fifty (150) calendar days from the Proposal Submission Deadline and must be marked as such.
7. **Proposal Submission Deadline:** Responses to this RFP must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Thursday, December 7, 2017**. Any Proposal received after this time will not be considered and will be rejected and returned.
8. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Wednesday, November 29, 2017 at 10:00 A.M., E.S.T.** at the City of Stockbridge – City Hall – 2nd Floor City Council Meeting Hall – 4640 North Henry Boulevard, Stockbridge, Georgia 30281. Attendance at the Pre-Proposal Conference is voluntary for Consultants responding to this RFP; however, Consultants are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions raised by potential Consultants will be discussed. Verbal answers to questions during the Pre-Qualification Conference will not be authoritative. Each Consultant must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents,

unless it shall be subsequently incorporated into an addendum to the solicitation documents.

- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to driley@cityofstockbridge-ga.gov, on or before **Friday, December 1, 2017 at 3:00 P.M. EST.** Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Consultants by addendum. Verbal responses are not authoritative. It is the responsibility of each Consultant to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at www.cityofstockbridgega.com. No Consultant may rely on any verbal response to any question submitted concerning this RFP. All Consultants and representatives of Consultants are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Consultant concerning this RFP must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Consultant, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Consultants.
- 11. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 *et. seq.* Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]"
- 12. Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Attachment 3: Insurance. Consultant must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Consultant, if any. For purposes of this section, "Consultant" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each joint venture partner if Consultant is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Consultant and its consideration of such information in determining whether a Consultant is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Consultant and attached to this RFP. Further, if this RFP requires a successful Consultant that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Consultant must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Consultant if an Agreement is awarded to it Consultant.
- 14. Sub-Contractors and Manufacturers:** Consultants are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

15. Examination of Proposal Documents:

- 15.1. Each Consultant is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Consultant, who is deemed to have included all costs for performance of the Services in its Proposal;
- 15.2. Each Consultant shall promptly notify City in writing should the Consultant find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Consultants;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time;
- 15.4. Each Consultant must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the RFP in its entirety.

16. Oral Presentations/Interviews: Responsive Consultants may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the Key Personnel as identified in the Consultant's proposal, and those with decision making ability and authority speak on behalf of and to bind the Consultant, must be active participants in the oral presentation. The City will notify responsive Consultants of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

17. Award and Execution of Agreement: If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Consultant an Agreement for execution. All Consultants should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Consultants response to the Request for Proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Consultant should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Consultant by the City of Stockbridge City Council, the City will provide the Consultant with five (5) unsigned agreements. The Consultant shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this RFP or required by the City, within ten (10) calendar days of receipt of the contracts.

18. Multiple Awards: The City reserves, in its sole discretion, the option to award to multiple Consultants. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

19. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal

Immigration Reform and Enforcement Act of 2011 (“**Act**”), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Consultant must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Proposal at the time of submission. Under state law, the City cannot consider any Proposal which does not include the completed forms. Where the business structure of a Consultant is such that Consultant is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Consultant must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Consultant itself. Where the business structure of a Consultant does not require it to obtain an EIN, each entity comprising Consultant must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Consultants intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.

20. **Business License:** Consultant is requested to submit a copy of its current, valid business license with its Proposal. If the Consultant is a Georgia corporation, Consultant is requested to submit a valid City or city business license. If Consultant is a joint venture, Consultant is requested to submit valid business licenses for each member of the joint venture. If the Consultant is not a Georgia corporation, Consultant is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
21. **Professional License:** Consultant must attach a copy any professional license required by this RFP with its response.
22. **Authority to Transact Business in Georgia:** Each Consultant must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
23. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
24. **Conflict of Interest:** Consultants are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP #17RFP112017-DRR, Information Technology Supportive Services for Stockbridge, Georgia. Except as stated in this RFP, Information and Instructions to Consultants, and the Notice to Consultants concerning Conflicts of Interests, successful Consultants under this RFP are not precluded from responding to such solicitations.
25. **Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.
26. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for

inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- 27. Negotiations; Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Consultant's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Consultant during discussions or negotiations may be held by the City as contractually binding upon Consultant. The City may seek clarification from a Consultant at any time during the procurement process, and failure of a Consultant to timely respond may be cause for rejection of Consultant's proposal.

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SUBMITTAL CHECKLIST

RFP #17RFP112017-DRR, INFORMATION TECHNOLOGY SUPPORTIVE SERVICES

SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your proposal;
2. It is the sole responsibility of each Consultant to ensure that their proposal is inclusive of all submittals outlined below or elsewhere in this RFP;
3. **Failure to submit any of the items below may cause rejection of the proposal;**
4. The proposal documents must be submitted as follows: one (1) Original Technical Proposal marked "Original" and five (5) identical copies including all required attachments; and five (5) digital version of the Technical Proposal in Adobe Portable Document Format ("PDF") on a Compact Disk ("CD")/ Flash Drive ("FD") and labeled with the Name and Number of the RFP;
5. The City assumes no liability for the differences in the information contained in the Consultants printed proposal submission and that contained on the CD/FD. In the event of any discrepancy, the City will rely upon the information in the printed proposal submission;
6. **The Cost Proposal must be submitted in a Separate and Sealed envelope.** Do not include Cost in the Technical Proposal. Any modification to the Cost Proposal may result in a proposal being deemed Non-Responsive; and
7. The City shall not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

<u>DOCUMENTATION DESCRIPTION</u>	<u>INITIAL IF INCLUDED</u>
1. ADDENDA (IF APPLICABLE)	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. PROPOSAL (1 ORIGINAL & 5 COPIES & 5 DIGITAL COPIES)	_____
4. REQUIRED FORM SUBMITTALS (FORM B)	_____
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	_____
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	_____
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	_____
FORM 4: INELIGIBILITY CERTIFICATE	_____
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	_____
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	_____
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	_____
FORM 8: CERTIFICATION REGARDING LOBBYING	_____
FORM 9: PROPOSAL SUBMITTAL LETTER	_____
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	_____
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	_____
FORM 12: REFERENCE AND RELEASE FORM	_____
FORM 13: CERTIFICATION OF ACCEPTANCE OF RFP REQUIREMENTS	_____
5. BUSINESS LICENSE/PROFESSIONAL LICENSES	_____
6. W-9 FORM	_____
7. COST PROPOSAL (SEPARATE SEALED ENVELOPE)	_____

Printed Name	Title	Date
Signature	Firm Name	
Phone Number	Email Address	

INTRODUCTION

RFP #17RFP112017-DRR, ON-CALL INFORMATION SERVICES FOR THE CITY OF STOCKBRIDGE, GEORGIA

The City Council of Stockbridge, Georgia (City) requests qualified Consultants with proven experience in Information Technology (IT) Supportive Services to submit proposals for RFP #17RFP112017-DRR, Information Technology Supportive Services for the City of Stockbridge, Georgia. The City is seeking a qualified consultant to provide various Information Technology and Telecommunication services in an open systems environment; have depth of knowledge and expertise to provide Information Technology, Telecommunication, and Audio Video services which support the mission of the City of Stockbridge.

3. INTRODUCTION

3.1.BACKGROUND

The City of Stockbridge is currently using an Consultant to provide IT support functions. It is the desire of the City to centralize IT functions as much as possible, while allowing departments the ability to coordinate department-specific projects and plans with the city's overall strategy. The City has decided to evaluate IT companies who can provide fully outsourced Managed Services solutions to meet the city's requirements. The city prefers a full time (five (5) days a week, between 8 AM – 5 PM except on Council Meeting days and City Holidays), on site I.T. Engineer, who may be an employee of the selected Consultant, subject to negotiation. The I.T. Engineer must have the ability to work with third party consultants daily to keep the City's IT infrastructure running at optimal efficiency at all times.

3.2 OBJECTIVE

To enter into a Professional Services Agreement with a qualified consultant who must have the abilities to perform, demonstrate knowledge, skills, abilities and experience in the following areas:

Proposer shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater. The qualified Consultant must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas; Enhance the quality of service to all of its employees, and ultimately the citizens; Minimize downtime and technical support costs; Ensure security of data and compliance with GA Records Retention requirements; Maximize return on investment in IT hardware and software and Plan and provide for Disaster Recovery procedures.

3.3 INTENT TO AWARD

The City intends to award to one (1) Consultant who can provide all of the required services. However, the City reserves the right to make one (1) award, multiple awards or no award for RFP #17RFP112017-DRR, Information Technology Supportive Services for the City of Stockbridge, Georgia.

3.4 TERM OF AGREEMENT

The Contract shall commence within ten (10) calendar days after receipt of written notice to proceed. The term of this Agreement shall be for one (1) year with two (2), one (1) year renewable options. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City on December 31st of the year in which it was executed and on January 1st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this agreement.

3.5 CONFLICT OF INTEREST NOTICE TO CONSULTANTS

- 3.5.1 Consultant shall not be affiliated with any potential Consultant or show any bias toward any particular company or provider.
- 3.5.2 All firms, Sub-consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the City's Projects shall be made to the City in the technical response of the firm's proposal, and in advance of assignment so that real or potential conflicts of interest can be avoided. The City reserves the right to identify any area where a conflict of interest may require limitation of potential Consultants.
- 3.5.3 In any circumstance where Consultant, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with the City and a dispute, claim or conflict of interest arises between the City and such provider under this agreement or another contract, the City may in its sole determination and discretion, suspend all existing work under this Agreement and may or may not issue any further work to the Provider under this Agreement unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Provider shall not be entitled to any additional costs of any kind resulting from such action except that Provider may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of the suspension of the work. This provision shall not be deemed

exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law.

3.6 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 3.6.1 Consultant must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Consultant to provide information concerning the responsibility of any sub-consultant or Sub-Contractor may result in a finding that the Consultant is not responsible.
- 3.6.2 All proposed sub-consultants and sub-contractors must be listed in the Consultants response. Consultant shall ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants.
- 3.6.3 Consultant must have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all Sub-Consultants and Sub-contractors engaged in the work of this RFP. The lack of a valid license from the Consultant or any Sub-consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a Sub-consultant or Sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.
- 3.6.4 All sub-consultants and sub-contractors must be approved by the City prior to performing. Consultant must receive written permission to add sub-consultants or sub-contractors not initially submitted with Consultant's response. Sub-consultants and sub-contractors shall not sub-contract any portion of their work pursuant this RFP without the written consent of the City. Failure of the Consultant to obtain from the City prior approval of each sub-consultant or sub-contractor performing work on the project may result in suspension of work by that

Sub-Contractor, removal of work performed by unapproved Sub-Consultant(s) and all permissible sanctions against the Consultant.

4. SCOPE OF SERVICES

The City request qualified Consultants with proven experience in Information Technology (IT) Supportive Services to submit proposals for RFP #17RFP112017-DRR, Information Technology Supportive Services for the City of Stockbridge, Georgia. The City is seeking a qualified consultant to provide various Information Technology and Telecommunication services in an open systems environment; have depth of knowledge and expertise to provide Information Technology, Telecommunication, and Audio Video services which support the mission of the City of Stockbridge, Georgia as specified in this RFP and Attachment 1, Scope of Services (SOS), attached hereto and incorporated herein by reference.

5. MINIMUM REQUIREMENTS

Consultant shall demonstrate that it has at least five (5) local government clients that have contracted with it for the same or similar services within the last three (3) years, and shall provide the City with contact information for those clients to allow the City to obtain their recommendations as to the services rendered by the Consultant. The Consultant shall further satisfactorily demonstrate significant experience in working with municipalities and/or governmental agencies in information technology, audio & video and telecommunication in a supportive role. Consultant must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- 5.1. The Contractor shall demonstrate knowledge, skills, abilities and experience in the following areas:
 - 5.1.1. Proposer shall provide an on-site technician; who must have a minimum of five (5) years' experience providing IT services in a supportive role to a municipality the size of the City of Stockbridge or greater.
 - 5.1.2. The qualified Consultant must be able to demonstrate their ability to improve information technology (IT) effectiveness in all areas;
 - 5.1.3. Enhance the quality of service to all of its employees, and ultimately the citizens;
 - 5.1.4. Minimize downtime and technical support costs;
 - 5.1.5. Ensure security of data and compliance with GA Records Retention requirements;

- 5.1.6. Maximize return on investment in IT hardware and software;
- 5.1.7. Plan and provide for Disaster Recovery procedures;
- 5.1.8. Consultants are encouraged to provide as much detail as possible in this proposal regarding their capability and expertise, scope of services, and approach to protecting and securing the technology used by City users. This RFP requests specific information and in responding, Consultants are encouraged to provide any additional information they believe is relevant. Preliminary Timeline for upgrades to the City's existing systems (Audio & Video, Phone, Network, Email, Computers and all other IT functional support systems); and
- 5.1.9. The City has the following locations that requires an active network, routers, WI-FI, and IT support functions that must be maintained at all times:
 - 5.1.9.1. City Hall – 4640 N. Henry Blvd. - 35 users;
 - 5.1.9.2. Municipal Court – 4602 N. Henry Blvd. – 4 users;
 - 5.1.9.3. Merle Manders Conference Center – 111 Davis Road – 200 users;
 - 5.1.9.4. Merle Manders Administration Building – 111 Davis Road – 5 users;
 - 5.1.9.5. Sanitation (Public Works) – 351 Taylor Drive – 30 users; and
 - 5.1.9.6. Water/Sewer Administration Building – 100 Stapleton Drive – 10 users.

5.2. City of Stockbridge has the following configurations, networks, domains, printers, and computers set-up for the following at the locations listed above:

- 5.2.1. Domains - The City currently has one (1) domain. Email is currently hosted at City Hall.
- 5.2.2. Servers Windows - 2008 R2 and Windows 2012 R2
- 5.2.3. Workstations - There is a mix of Windows 7, windows 8.1, windows 10.0 PRO systems currently on the network.
- 5.2.4. Printers The City utilizes a variety of desk top printers and business hubs.
- 5.2.5. Software - The software applications run/accessed by each department vary significantly, but the most critical include:
 - 5.2.5.1. Microsoft Office 2007, 2013 and Office 365;
 - 5.2.5.2. Windows Server 2008 R2 and 2012 R2;
 - 5.2.5.3. Tyler InCode X, and Incode 8;

- 5.2.5.4. Courtware;
- 5.2.5.5. BIS Digital;
- 5.2.5.6. SQL;
- 5.2.5.7. Sonicwall GMS;
- 5.2.5.8. Minute Traq;
- 5.2.5.9. ISeries access to AS 400 based programs;
- 5.2.5.10. VMWare;
- 5.2.5.11. VEEAM;
- 5.2.5.12. Trend Micro Anti Virus;
- 5.2.5.13. Citrix;
- 5.2.5.14. Exchange 2010;
- 5.2.5.15. ARC GIS;
- 5.2.5.16. Asset Track;
- 5.2.5.17. Adobe Reader and Pro;
- 5.2.5.18. ARC Reader; and
- 5.2.5.19. InterGOV for GIS Software.

- 5.3.** Experience, knowledge and abilities necessary to provide information technology supportive services with a proven track record of having accurate information. Interested consultants should send a written proposal to the City of Stockbridge – City Hall Finance 4640 North Henry Boulevard Ground Floor Finance Department – Purchasing Division, Stockbridge, Georgia 30281.

6. EVALUATION PROCESS

The City desires to select the Consultant whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Relative Weight	Evaluation Criteria	Scoring Value Max. Points
5%	Executive Summary	5%
15%	Project Plan	15%
20%	Project Deliverables	20%
15%	Project Team Qualifications and Qualifications of Key Personnel	15%
10%	Availability of Key Personnel and Financial Consideration	10%
5%	Financial Consideration	5%
10%	Past Performance	10%
80%	POINTS	80%
20%	Cost Proposal	20%
100%	TOTAL EVALUATION POINTS	100%

7. PROPOSAL PREPARATION AND GUIDELINES

7.1 PROPOSAL FORMAT

Consultants are required to submit their proposals in the following format:

Technical Proposal. Consultants are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP.

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily. Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The City reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal Qualification submission requirements. All forms required by the City or provided by Consultant should be included. Please do not include any cost of any kind in this section

7.2 CONTENTS OF TECHNICAL PROPOSAL

The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment. The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with suggested a total page limit of 25 pages (excluding the Required Form Submittals).

7.2.1 Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant's approach to providing the Services solicited in this RFP.

7.3 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below. The Technical Proposal shall be

arranged and include content as described below:

Section 1 - Executive Summary (Two (2) page maximum)

Proposer shall submit their approach to the work as it relates to a task order contract, understanding of the contracts goals and objectives and a demonstrated understanding of the contracts potential problems and concerns in a brief executive summary.

Section 2 - Project Plan (Four (4) page maximum)

Proposer shall submit a Project Plan that shall contain the following information:

- 2.1. Name and corporate headquarter address, telephone number and e-mail address of one (1) individual to whom all future correspondence and/or communications will be directed from the prime Proposer's firm.
- 2.2. Project Plan: Proposer shall describe their approach in tracking each task order's success in completing the work identified in Attachment 1, Scope of Work and must identify all major tasks; planned reviews of work associated with each major task, at a minimum, and any other information that will assist in the planning and tracking this project successfully. A description of methodologies, including best practices and benchmarks to be used shall be included.
 - 2.2.1. Project Approach Work Plan: Proposer shall provide a project approach work plan that summarizes their quality control on inventory, method for coordination of disciplines, cost control, schedule control measures, goals and objectives. (Two (2) page maximum)
 - 2.2.2. Project Schedule Control: Proposer shall demonstrate their understanding of the task order contract, and any potential problems and concerns. Schedules will be required for each task order. The schedule shall show the schedule control milestones and events through each phase of the work, including City decision points and reviews and approvals by the City. (One (1) page maximum)
 - 2.2.3. Project Cost Control: Proposer shall describe the cost estimating control used in upgrading or replacement of existing equipment and/or systems each within the established budget. The Plan must show special cost control milestones and events through each project of work; include City decision points, reviews and approvals by the City before performing or providing services; and have quantities updates and alternatives. (One (1) page maximum)

Section 3 - Project Deliverables

Deliverables may be requested at 30%, 60%, 90%, 95% and 100% milestones of deliverables associated with each task order that is issued. All applicable Federal, State laws; and local ordinances, codes, rules and regulations of all authorities having jurisdiction over the construction of the project shall be followed.

Consultant must indicate milestone for upgrading and/or replacing the City's existing networking and computer infrastructure system 30%, 60%, 90%, 95% and 100% milestones of deliverables associated with Section 5.2 – Minimum Requirements.

Section 4 – Project Team Qualifications/Qualifications of Key Personnel

STAFFING

- 4.1. Proposer shall provide an Engineering IT Consultant and Principle-in-Charge who have a minimum of five (5) years' experience providing information technology supportive services.
- 4.2. Proposer shall provide the resumes and license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Resumes shall be limited to no more than three (3) pages per person and be organized according to the following:
 - 4.2.1. Name and title;
 - 4.2.2. Professional Background;
 - 4.2.3. Current and Past Relevant Experience;
 - 4.2.4. Relevant Training and Education;
 - 4.2.5. Courses completed during the past five (5) Years;
 - 4.2.6. Previous Work Experience related to Networks, Information Technology Supportive, Telecommunication, Audio and Video Support services;
 - 4.2.7. Include two (2) references for each key personnel member on similar projects; and
 - 4.2.8. Include the role and responsibilities that each key personnel member will perform on this project.
- 4.3. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and
- 4.4. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, and Service Technician(s) assigned with the overall project coordination. This shall include the following associated personnel:
 - 4.4.1. Technical Support;
 - 4.4.2. Consulting;
 - 4.4.3. Sales Support; and
 - 4.4.4. Network Support.
- 4.5. Proposer shall show the percentage of time key personnel will spend on this project during each phase of the project and provide information on the availability of all personnel proposed for this project assuming a NTP will be

issued two (2) months from the date of proposal submittal. Response shall include a complete description of other commitments and anticipated completion dates for the personnel assigned to this project.

Section 5 – Availability of Key Personnel

Based on the project time schedule, state percentage of time key personnel will spend on this project. Please provide the following information for the propose IT Engineer and their support team:

- 5.1. Percentage of time key personnel will spend on this project; and
- 5.2. Current workload of key personnel

Section 6 - Project Schedule

Project schedules will be developed and implemented on a per task basis.

Section 7 – Financials

Financial Information Forms. To facilitate the City's efforts to evaluate, verify, and understand the Consultant's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Consultant must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Consultant" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

- 7.1. Instructions. If the Consultant is an individual, financial disclosures for that individual must be provided. If the Consultant is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Consultant is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Consultant (and its owners, if applicable) must submit copies of all financial disclosures with its proposal.
- 7.2. Financial Information: The Consultant, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one (1) of the following three (3) groups of requests below with the Proposal.
- 7.3. Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows; or
- 7.4. Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory

proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; or

- 7.5. Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Consultant's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

Section 8 - Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 20 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 20, the total points allowed for cost. The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP): Lowest cost submitted. Each successive cost X Points allocated for cost in RFP = Cost proposal score.

Section 9 - Past Performance

Proposer must have, at a minimum, five (5) years relevant experience in providing Information Technology Supportive Services for entities comparable to the size of City of Stockbridge within the past five (5) years.

- 9.1.1. The name of the project, the owner, year performed and the project location.
- 9.1.2. Facility description, a photo of the interior and exterior of the facility, indicate size, functions housed, completed cost, and, year completed.
- 9.1.3. Services the proposing firm provided.
- 9.1.4. Indicate whether participation was as the prime or sub-consultant.
- 9.1.5. A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who oversaw the project for the owner.

SECTION 4 PROPOSAL FORMS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL Proposals **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Proposal Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form

Form 13: Certification of Acceptance of Request for Proposal Requirements

Attachment 2: Georgia Professional License Certification

Attachment 3: Acknowledgement of Insurance Requirements

Attachment 4: W-9

Attachment 5: Cost Proposal

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____,
being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Consultant, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant, firm or person to fix the price or prices in the attached RFP or of any other Consultant, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and
that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is also whose address is _____, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Name of Applicant

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the _____ Day of _____, 2017.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

FORM 8

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The _____, certifies or affirms the truthfulness and accuracy of each Contractor, _____ statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

FORM 9

PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Proposal or the Proposal will be deemed Non-responsive.

The undersigned, _____, hereby submits its proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Bid Pricing Schedule, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2017

By

Title

Sworn to and subscribed before me the _____ day
of _____, 2017.

Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Consultant and each proposed sub-consultants using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the RFP.

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

FORM 13

**CERTIFICATE OF ACCEPTANCE OF REQUEST FOR QUALIFICATIONS
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda #_____ to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

ATTACHMENT 1 SCOPE OF SERVICES (SOS)

1. GENERAL

As set forth in this RFP, Proposals shall conform to the scope of services and technical requirements as set forth herein.

The scope of services required by the City in connection with this request for proposal covers those services customarily provided to government entities by firms in the practice of consulting services for Information Technology Supportive Services. Consultant shall not subcontract any portion of the services to be performed under the contract without the prior written agreement of the City. Consultant shall perform the Scope of Services as outlined in the RFP, which will be integrated into the final contract. The Scope of Services shall not be deemed to be all-inclusive and may be changed from time to time to meet the business needs of the City.

Understand City of Stockbridge Government (Reviewing the City's existing network and IT infrastructure system); The following describes the varied tasks that will be necessary to meet the requirements of this Request for Proposal:

1. Help Desk Support Manage

The Consultant must provide monitoring and track all support related issues and provide monthly updates to the City of significant support patterns or issues. Online ticket submission, commenting, and tracking must be provided. Historical support data should be available by user or issue type. Remote support and on-site support must be provided during business hours as requested. Regular business hours are defined as 8:00 AM to 5:00 PM, Monday through Friday, excluding national holidays. 24x7x365 support must be included in scope of proposal.

2. Desktop Support Perform

The Consultant must provide desktop support and perform basic support functions including but not limited to installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops, tablets, and desktops (or equivalent) for standard applications, database development and identifying and correcting hardware problems, performing advanced troubleshooting, and when requested by designated City personnel, provide assistance with software and hardware purchases.

3. Support, Management & Monitoring of Servers and Infrastructure

The Consultant must provide 24 X 7 X 365 monitoring and alerting, Windows patching and updates, remote and onsite remediation for all server/infrastructure related issues as necessary. Ensure scheduled preventive maintenance for equipment is promptly

performed. Set up new users and edit or remove existing users when requested; thus managing the computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recover-ability, and reliability of the system. Install new servers, software and hardware and transfer data when acquired.

4. Support Services Response

The Consultant must provide support personnel and they need to be available to meet all the needs associated with the parameters outlined in this request. In the event a problem needs to be escalated, a prescribed escalation process must be in place along with a time frame for resolving issues. Any service issue that needs to be escalated to the City must be started promptly and must be completed within a time discussed between the Consultant and the City to the satisfaction and approval of the City. Statistical measures and approaches for performance evaluation should be included. The proposal must include a detailed response time for each type of service issue. Service metrics should be tracked.

5. After Hours and Emergency Services

Provide technical, communication, and IT support services in the event of emergency situations or outside of normal business hours, 24x7x365. The proposal should clearly outline how various levels of support are defined.

6. Security Maintenance

The Consultant must provide security maintenance of virus detection programs on the City servers, email and all other City computers, laptops, and mobile devices. Develop and implement a method to track and identify IT assets by location or user, and the characteristics of each device. This should be updated whenever a new device is added or removed. Implementation of a comprehensive Disaster Recovery Plan.

7. Software/Third-Party Applications Services

Includes oversight, management and support of the City's software; oversight, management and supervision of third party desktop, server, and web-based applications and act as the City's representative when dealing with third party application support, as directed. The selected Consultant will review invoices as requested for verification of services. The selected Consultant will maintain a list of all current licensing being utilized and assist in maintaining required support agreements

8. Strategic Planning and Budgeting

Provide technical and organizational leadership for technology issues. Make recommendations for future purchasing and technology needs for the organization and

specific departments as needed and during the annual budget preparation process. The City has a Purchasing Department, but requires assistance in prioritizing and maximizing the use of funds budgeted for technology improvements. Provide recommendations for potential savings in IT related matters. Coordinate all IT and Communication related support.

9. City's IT Liaison/Representative

The Consultant should provide a primary point of contact within the company, recognizing that other Consultant employees may work on specific issues or projects. The primary point of contact will act as the City's liaison/representative for all IT related matters with other Consultants and City departments under the scope of the Agreement. The Consultant will be available for any meetings as directed by the City Manager or his designee. This individual should be a person with a skill level equivalent to that of an IT Engineer/Director.

10. Audio and Video Recording and Streaming

The City currently has a full Audio and Video system (AV System) that is used to record and broadcast the council meetings to the public. The Consultant will need to provide a person from their staff in order to assist with the recording and streaming at all meetings. The Consultant is expected to manage the audio levels during the meetings, test recording and streaming before each meeting and monitor both during the meetings. The AV System also serves other functions throughout the City Hall building on a daily basis. It is expected that an IT staff person will assist in troubleshooting all issues and liaison with any other Consultants when the need arises.

11. Provide a Disaster Recovery Strategy

The Consultant should provide a documented disaster recovery strategy. Disaster recovery should include offsite backups and necessary storage. A retention policy clearly defined for all data should also be included. All monthly costs required to implement such a policy.

12. Provide Internet Monitoring Solution

The Consultant will also provide an internet monitoring solution. Such solution will be used to provide monthly reports on internet usage. Also, the solution will need to block access to websites for only certain users while allowing full internet access to other. Should it be requested, a full report of a user's internet activity will need to be made readily available on demand as well.

**ATTACHMENT 2
PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Consultant _____ Sub-Consultant _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Proposal for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

ATTACHMENT 3 INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Stockbridge City Government's practice to obtain Certificates of Insurance from our Consultants and Consultants. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Stockbridge City. Consultants shall submit with the proposal evidence of insurability satisfactory to Stockbridge City Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Consultant/Consultant that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Consultant/Consultant must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Stockbridge City Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Stockbridge City Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance BY DISEASE	EACH EMPLOYEE	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
4. UMBRELLA LIABILITY Each Occurrence \$3,000,000		
(In excess of above noted coverages)		
5. PROFESSIONAL LIABILITY	PerClaim/Aggregate	\$3,000,000/\$3,000,000
Completed Operations: Statue of Repose for State of Georgia		
6. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000		

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Stockbridge City Government. Policies and Certificates of Insurance are to list Stockbridge City Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Consultant/Consultant shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Stockbridge City Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all

endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government – Finance Department
Purchasing Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Consultant/Consultant.**

USE OF PREMISES

Consultant/Consultants shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Stockbridge City Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Consultant/Consultants will adequately protect its own work from damage, must protect Stockbridge City Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Consultant/Consultants shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Consultant/Consultants shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Stockbridge City Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Consultant/Consultants hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant/Consultant, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant/Consultants further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractors is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

CONSULTANT/CONSULTANT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONSULTANT/CONSULTANT IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONSULTANT/CONSULTANT

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

ATTACHMENT 4: W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT 5 COST PROPOSAL

Proponent is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the Services requested in this RFP per phase and for the Total Cost as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Cost Proposal Form. Please do not make modifications to this form as any change may render Proponent's proposal nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Cost Proposal Summary Form.

Proposers are to submit one (1) original, five (5) hard copies of the sealed cost proposals which shall be furnished in a separate package from the technical proposals. The envelope/package must be clearly marked on the outside.

1. Cost proposals shall be completed and submitted on Cost Proposal - Schedule of Fees within this RFP.
2. The detailed cost proposal shall show the positions and hourly rates for all employees that may be assigned to the work. Hourly rates shall include labor unit costs, multipliers, overhead, and profit.
3. Following opening of the cost proposals, the City may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four (24) hours of written request.
4. Cost proposals may not be withdrawn, modified, or cancelled for ninety (90) calendar days after the date of submittal. Each respondent agrees to these conditions in submitting its proposal.
5. Consultant shall provide a cost proposal prior to program development for each project assigned based upon these rates.
6. A firm should only fill in hourly rates for positions they can provide.

COST PROPOSAL

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

GROUP 1 – INFORMATION TECHNOLOGY SUPPORTIVE SERVICES:

Position	Hourly Rate
IT SUPPORTIVE SERVICES:	Hourly Wage Rate/Per Hour
Principal-in-Charge	\$ _____
Cloud Support Engineer	\$ _____
Network Engineer, Licensed	\$ _____
Network Engineer, Not Licensed	\$ _____
Network Support Engineer	\$ _____
IT Support Professional	\$ _____
IT Support Technician	\$ _____
Help Desk Technician	\$ _____
Desktop Support Specialist	\$ _____
Help Desk Technician Tier 3	\$ _____
Help Desk Technician Tier 2	\$ _____
Help Desk Technician Tier 1	\$ _____
Computer Repair Technician	\$ _____
Administrative (Sales)	\$ _____
Customer Service Support	\$ _____
Total Yearly Cost for IT Supportive Services	\$ _____
<u>Total Cost for All Services Rendered</u>	\$ _____

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

ATTACHMENT 6
SEALED BID LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED PROPOSAL ENCLOSED

DELIVER TO:

City of Stockbridge
Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB – Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

DATE: December 7, 2017

RFP MUST BE RECEIVED BEFORE 12:00 NOON

COMPANY NAME: _____

RFP # 17ITB112017-DRR,
INFORMATION TECHNOLOGY SUPPORTIVE SERVICES

EXHIBIT 1 – CURRENT LIST OF UPCOMING PROJECTS

- 1) Multi-Factor Authentication**
- 2) DarkWeb Monitoring**
- 3) Upgraded Email Security Protection including Phishing protection**
- 4) Veeam Backup and Replication Solution**
- 5) New Police Department**
- 6) Ted Strickland Building**
- 7) Merle Manders Upgrade**



City of Stockbridge

AGENDA ITEM

MEETING DATE

November 8, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ SERVICE AGREEMENT 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 FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Frank Trammer

DEPARTMENT: Police

ITEM/PROJECT/EVENT: Police Organizational Chart/Job Descriptions/Pay Scale

Recommendation to approve the police department's organizational chart, job descriptions and pay scale.

BACKGROUND INFORMATION:

To advance the City of Stockbridge Police Department's implementation plan, it is necessary to hire personnel to fill specific positions to ensure the safe and efficient provision of police services.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$31,000

ATTACHMENTS: ☐

ITEM/PROJECT/EVENT:

Recommendation to approve the police department's organizational chart, job descriptions and pay scale.

BACKGROUND INFORMATION:

The Chief of Police is seeking approval for adoption of the police department's FY 2022 organizational chart, position pay scales, and job descriptions. Additionally, it is requested 4 positions (2 Commanders, and 2 Lt. Commanders) be funded for FY 2021 at a cost not to exceed \$31,000. FY 2021 salaries for these positions will come from the FY 2021 Police Services Fund balance.

Position Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were written out in this job description.

Job Title: Commander

Department: Police

Pay Grade: 120

FLSA Status: Exempt

JOB SUMMARY

Under the general direction of the Police Chief and Deputy Chief, a Police Commander is responsible for planning, supervising, and reviewing activities of all personnel assigned to a division, which may include field services, investigative services, or support services.

ESSENTIAL JOB FUNCTIONS:

- Oversees day-to-day operations of a division of the Police Department (Field Services, Investigative Services, Support Services) and is responsible for recommending and implementing management policies for that division.
- Coordinates the daily activities of the division through subordinate supervisors.
- Keeps the Chief and Deputy Chief informed of problems, services, and activities of the division.
- Assists the Chief and Deputy Chief in planning, organizing, and directing the department.
- Maintains continuity of command by assuming duties and responsibilities of the Police Chief or Deputy Chief in the absence of either or both.
- Study's needs, collects data, conducts research, and submits completed reports with recommendations to the Chief of Police or Deputy Chief.
- Participates in the preparation of the budget by recommending personnel and capital needs for a division.
- Reviews, approves, and monitors expenditures within the budget of a division.
- Researches, develops, recommends, and oversees the implementation of department policies and procedures.
- Ensures all subordinates comply with departmental rules, regulations, procedures, and policy established by the City and Police Department.
- Prepares and delivers public addresses.
- Represents the department at various meetings, including City Council meetings.
- Conducts performance appraisals of subordinate supervisors and reviews the appraisal of other uniformed and non-uniformed personnel.
- Monitors career development and training for all assigned staff.
- Assists in the development of long-range manpower and equipment estimates and ensures the proper complement of staff to support all law enforcement activities.
- Prepares special and regular department reports.
- Directs or personally investigates citizen complaints about police personnel conduct and services.
- Coordinates activities with other divisions and law enforcement agencies; and

- participates in various citywide projects and/or programs.
- Assists with the review of on-going compliance with Accreditation or Certification.
- Recommends comprehensive goals and objectives and is responsible for their implementation and results achieved.
- Oversees and supervises major incidents, investigations, and arrests.
- Acts as the department Incident Commander during critical incidents.
- Performs other related duties as required or assigned.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- Bachelor's degree from an accredited college or university.
- Ten (10) years of law enforcement operational experience, including five (5) years in a supervisory capacity.
- Equivalent education, and/or experience may be considered.
- Georgia Basic Peace Officer Certification
- Proficiency in Microsoft Word, Excel, and PowerPoint
- Must possess a valid State of Georgia Driver's License (Class C) and satisfactory Motor Vehicle Record (MVR).

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledgeable of U.S. Constitution, Georgia Laws, and City Ordinances.
- Ability to understand, interpret, and apply applicable Federal and State statutes, local ordinances, court decisions, and department and city rules and policies.
- Knowledge of search and seizure, evidence, and court proceedings.
- Ability to handle and carry out law enforcement duties during emergency situations often under adverse weather and stressful, life-threatening conditions.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Ability to properly operate of various police equipment and technologies.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in oral and written communications.
- Ability to speak effectively to groups.
- Ability to record information clearly and completely.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to establish and maintain effective working relationships with elected officials, co-workers, city employees, the public, and business and community leaders.
- Ability to communicate with and respond respectfully to a demanding and diverse public in answering questions, explaining policies, and handling complaints.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the positions.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as established by the Police Chief.
- Knowledge of modern police administration theories and practices.
- Knowledge of principles of supervision, training, performance evaluation, and human relations and communication techniques.
- Knowledgeable of budgetary, personnel, and general administrative practices and procedures.
- Ability to command respect of members of the department and direct, manage and supervise their work
- Ability to prepare and supervise the preparation of clear, accurate and comprehensive reports and recommendations.

- Ability to manage competing priorities on multiple projects.

PHYSICAL DEMANDS:

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT:

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were written out in this job description.

Job Title: Lieutenant Commander

Department: Police

Pay Grade: 118

FLSA Status: Exempt

JOB SUMMARY

Under the general direction of the Police Chief, Deputy Police Chief, and Commander, a Lieutenant Commander is responsible for the effective administration and technical operations of a division of the Police Department. Work involves responsibility for planning, organizing, commanding, and training units involved in the prevention of crime, and the protection of lives and property in the City of Stockbridge. The Lieutenant Commander will consult and report to the Commander in determining plans and policies to be observed in the conduct of police operations. Work is reviewed through discussion of major administrative problems and technical operations, and by the review of departmental performance standards.

ESSENTIAL JOB FUNCTIONS:

- Prepares department budget for Chief's approval, manages, and controls the department's expenditures.
- Trains personnel and/or instructing in work methods.
- Assigns, coordinates, and reviews subordinates work.
- Completes daily attendance forms and duty roster, in the absence of the Sergeant.
- Maintains administrative records and files (such as time logs, leave requests, duty rosters, and electronic time sheets).
- Identifies personnel training needs and making recommendations for specialized training.
- Performs personnel evaluations and completing performance appraisals.
- Provides counsel to subordinates and make recommendations for corrective action based on department and City policies, rules, and procedures.
- Advises and assists subordinates as to priorities, procedures, and to ensuring compliance with departmental rules and regulations.
- Establishes and develops goals and objectives and ensuring that goals and objectives are reached.
- Supervises on-duty staff.
- Monitors and utilizes radio to provide support and advice to personnel, assisting dispatchers with directing calls as necessary, and responding to major calls to assist, advise and act as the Incident Commander.
- Respond to major calls to assist and advise.
- Handles stressful situations according to department policy/procedure.
- Maintains communication with Deputy Chief, Chief, and Commander regarding major incidents, accidents, or other emergencies.
- Monitors and maintaining departmental communication between employees and

others.

- Responds to major incident scenes and acting as a supervisor.
- Oversees the notification of all emergency services.
- Conducts roll call duties and ensures that all information is passed from one shift to another, in the absence of the Sergeant.
- Ensures the maintenance of officers' uniforms, vehicles and equipment in accordance with department policies and procedures.
- Inspects subordinate personnel for fitness for duty; instructs and advises personnel in their work and/or in practices and procedures to be followed in law enforcement, crime prevention, support services, and related activities.
- Reviews, approves and evaluates a variety of administrative reports and forms for completeness and accuracy (i.e. case files, warrants, and investigation reports).
- Prepares necessary reports (i.e. issues regarding shift activities, status of cases, event action plans, and after action reports).
- Attends court and testifying in judicial proceedings.
- Participates in departmental meetings, job related conferences, seminars, community services related events and/or in-service training programs.
- Utilizes a computer to enter data into automated police records and other electronic files.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- Bachelor's degree from an accredited college or university.
- Ten (10) years of law enforcement operational experience, including three (3) years in a supervisory capacity.
- Equivalent education, and/or experience may be considered.
- Georgia Basic Peace Officer Certification
- Proficiency in Microsoft Word, Excel, and PowerPoint
- Must possess a valid State of Georgia Driver's License (Class C) and satisfactory Motor Vehicle Record (MVR).

Knowledge, Skills and Abilities:

- Knowledgeable of U.S. Constitution, Georgia Laws, and City Ordinances.
- Ability to understand, interpret, and apply applicable Federal and State statutes, local ordinances, court decisions, and department and city rules and policies.
- Knowledge of search and seizure, evidence, and court proceedings.
- Ability to handle and carry out law enforcement duties during emergency situations often under adverse weather and stressful, life-threatening conditions.
- Ability to safely handle weapons and use force to restrain/subdue combative subjects.
- Ability to properly operate of various police equipment and technologies.
- Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
- Skill in oral and written communications.
- Ability to speak effectively to groups.
- Ability to record information clearly and completely.
- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to establish and maintain effective working relationships with elected officials, co-workers, city employees, the public, and business and community leaders.
- Ability to communicate with and respond respectfully to a demanding and diverse public in answering questions, explaining policies, and handling complaints.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the

scope of authority for the positions.

- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as established by the Police Chief.
- Knowledge of modern police administration theories and practices.
- Knowledge of principles of supervision, training, performance evaluation, and human relations and communication techniques.
- Knowledgeable of budgetary, personnel, and general administrative practices and procedures.
- Ability to command respect of members of the department and direct, manage and supervise their work
- Ability to prepare and supervise the preparation of clear, accurate and comprehensive reports and recommendations.
- Ability to manage competing priorities on multiple projects.

PHYSICAL DEMANDS:

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morse, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT:

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

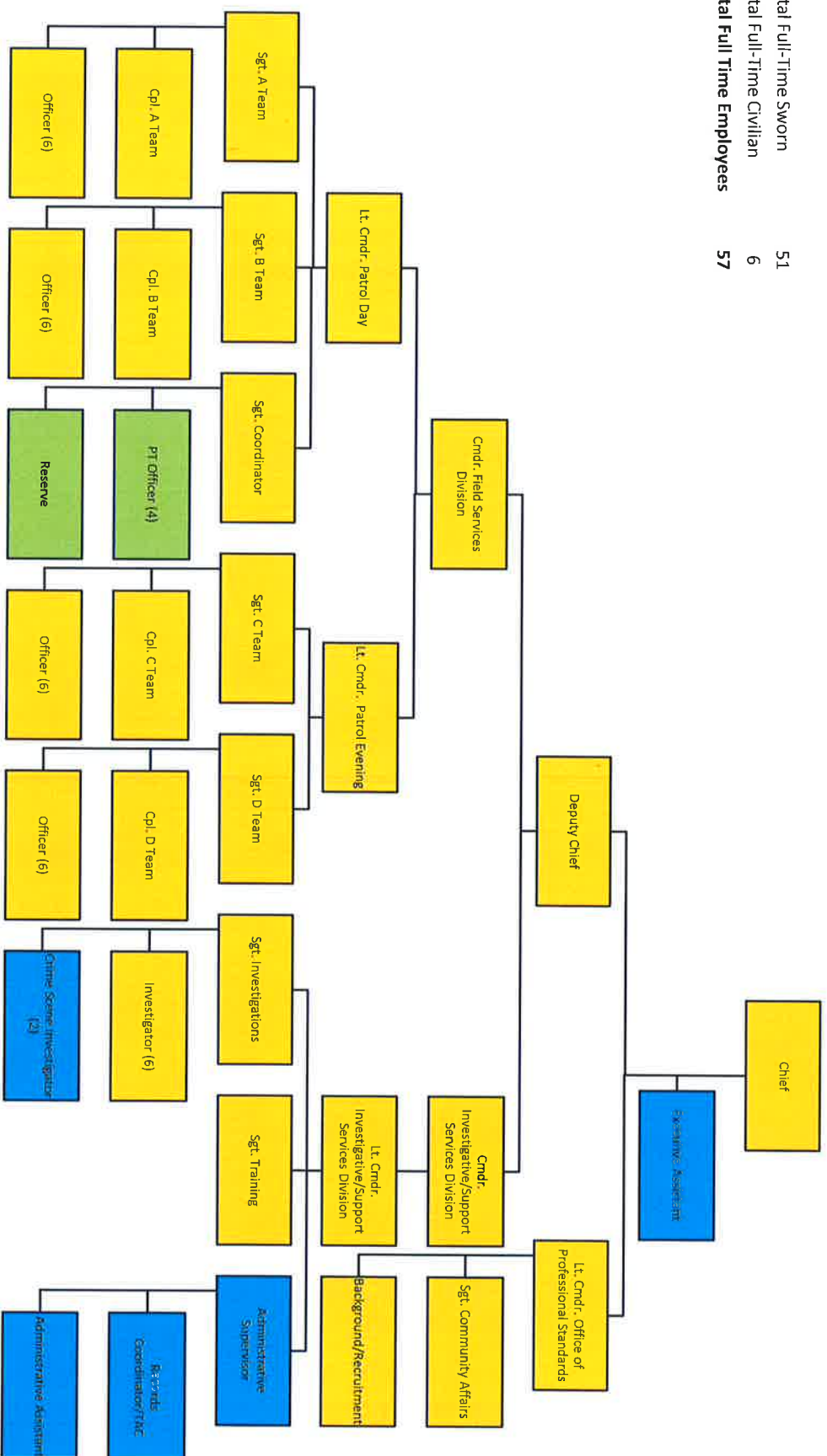
Employee Signature

Date

Supervisor (or HR) Signature

Date

Total Full-Time Sworn 51
 Total Full-Time Civilian 6
Total Full Time Employees 57



Pay Scale

DEPARTMENT	CLASS TITLE	# of Positions	Pay Grade	Min	Mid	Max	Cost
Police	Administrative Assistant	1	106	\$32,868.00	\$41,907.00	\$50,945.00	\$41,907.00
Police	Executive Assistant	1	110	\$40,716.00	\$51,913.00	\$63,110.00	\$51,913.00
Police	Records Coordinator/TAC	1	110	\$40,716.00	\$51,913.00	\$63,110.00	\$51,913.00
Police	Police Officer	12	111	\$43,159.00	\$55,028.00	\$66,896.00	\$660,336.00
Police	Master Police Officer	12	112	\$45,749.00	\$58,329.00	\$70,910.00	\$699,948.00
Police	Crime Scene Investigator	2	112	\$45,749.00	\$58,329.00	\$70,910.00	\$116,658.00
Police	Corporal	4	113	\$48,493.00	\$61,829.00	\$75,165.00	\$247,316.00
Police	Detective	7	113	\$48,493.00	\$61,829.00	\$75,165.00	\$432,803.00
Police	Sergeant	8	114	\$51,403.00	\$65,329.00	\$79,675.00	\$522,632.00
Police	Administrative Supervisor	1	114	\$51,403.00	\$65,329.00	\$79,675.00	\$65,329.00
Police	Lieutenant Commander	4	118	\$65,507.00	\$83,522.00	\$101,536.00	\$334,088.00
Police	Commander	2	120	\$74,999.00	\$95,624.00	\$116,249.00	\$191,248.00
Police	Deputy Chief of Police	1	122	\$85,867.00	\$109,480.00	\$133,094.00	\$109,480.00
Police	Chief of Police	1	124	\$98,309.00	\$125,344.00	\$152,379.00	\$140,000.00
Total		57					\$3,665,571.00

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EMERGENCY
PURCHASE FOR POLICE VEHICLES**

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 providing public services to residents located within the corporate limits of the City; and,

WHEREAS, the City has hired a Chief of Police and is in the early stages of standing up a police force;

WHEREAS, the City will need police vehicles when the force begins its service on July 1, 2022;

WHEREAS, it will take approximately 16 weeks to retrofit the police vehicles after delivery with the necessary equipment to meet the requirements of the City’s police force;

WHEREAS, purchasing any vehicles, whether for police, commercial, or personal use, has become incredibly difficult because of supply chain issues, computer chip shortages, and other difficulties right now; and acquisition of police vehicles from other sources would take five to nine months to procure from date of order.

WHEREAS, the City authorizes emergency purchases that are an exception to the requirement for competitive proposals in limited circumstances, such as when “there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or to the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time” (City Code Section 3.30.080(E));

WHEREAS, because of the circumstances that exist with supply chain issues and other shortages, and the difficulty purchasing police cars now, and the need to have police cars in place when the force begins its operations, it is necessary and justified to use an emergency purchase for the police vehicles;

WHEREAS, the police vehicles that have been identified are less expensive than purchasing off the state contract for police vehicles, thus a good financial option for the City;

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

SECTION 1. Approval of Execution - The Mayor or Mayor Pro Tem are hereby authorized to sign all documents and to perform all other necessary acts necessary to effectuate this Resolution on behalf of the City of Stockbridge, including executing any contract or purchase order or other purchase documents with Brannen Motor Company for the purchase of

a police fleet which shall include five (5) 2022 Chevrolet Tahoes; four (4) 2021 Ford F-150 Police Responders; thirty-nine (39) 2022 Ford Ecoboost Interceptors; and twelve (12) 2022 Ford Hybrid Interceptors for a purchase price of \$2,360,085.00 (two million, three hundred sixty thousand, and eighty-five dollars and no cents). Brannen Motor Company currently has 34 of the 60 needed police vehicles in inventory available for delivery at the end of November, 2021 with the remaining vehicles scheduled for delivery in January, 2022

The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Resolution.

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. 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.

SECTION 4. Repeal of Conflicting Provisions – All City Resolutions inconsistent with this Resolution are hereby repealed.

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

SO RESOLVED this ____ day of November 2021.

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

(SEAL)

APPROVED AS TO FORM:

QUINTON G. WASHINGTON, City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

November 8, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ SERVICE AGREEMENT 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 FUND BALANCE
- ☒ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Frank Trammer

DEPARTMENT: Police

ITEM/PROJECT/EVENT: Purchase of Police Vehicles

Recommendation to approve the purchase of police vehicles for the City of Stockbridge Police Department.

BACKGROUND INFORMATION:

To advance the City of Stockbridge Police Department's implementation plan, it is necessary to purchase police vehicles to ensure the safe and efficient provision of police services. It is requested the Mayor and Council approve the purchase of 60 new police vehicles from Brannen Motors Inc.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

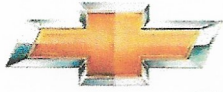
CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$3,049,650

ATTACHMENTS: ☐

FLEET - COMMERCIAL - GOVERNMENT SALES



THE ORIGINAL
BRANNEN MOTOR COMPANY



"YOUR EMERGENCY VEHICLE HEADQUARTERS FOR OVER 25 YEARS"

1080 Second Street
I-75 @ Exit# 122
PO Box 746
Unadilla GA. 31091

City of Stockbridge Fleet Proposal

Toll Free 1-800-999-9606
Local (478) 627-3221
Fax (478) 627-9550
Email: jamey@brannenmotors.com

(5) 2022 Chevrolet Tahoes @ \$38,000.00 ea.	\$190,000.00
(4) 2021 Ford F-150 Police Responders @ \$36,200.00	\$144,800.00
(39) 2022 Ford Ecoboost Interceptors @ \$39,895.00 ea.	\$1,555,905.00
(12) 2022 Ford Hybrid Interceptors @ \$39,115.00 ea.	\$469,380.00
(All vehicles are to Chief's specifications)	
Total=	\$2,360,085.00
Over half of the Interceptors will be here before 11/30/21.	
All of the F-150 Responders will be here next week.	
The Tahoes will begin production in January.	
Brannen Motor Company will facilitate delivery of all vehicles to	
ProLogic for upfit and then on to the City of Stockbridge.	

Bobby Reed *Fleet Manager*

Jamey Reed *Asst. Fleet Manager*



STATE OF GEORGIA
ACTIVE STATEWIDE CONTRACTS & ASSIGNED CONTRACT MANAGEMENT SPECIALIST
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Mr. Eric Mercier, Contract Management Specialist		404-463-1540				
Mr. Osborne Johnson, Contract Management Specialist		404-232-1929				
Mr. Daniel Garnett, Contract Management Specialist		404-651-6084				
Mr. Donnie Treadway, Contract Management Specialist		404-463-0824				
Mrs. Jeanette Rakestraw, Contract Management Assistant		404-657-4322				
Team Email: contract.management@doas.ga.gov						
Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-SPD-ES40199373-002	Administrative Vehicles	ALLAN VIGIL FORD LINCOLN MERCURY IN	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-004	Administrative Vehicles	GRIFFIN FORD SALES INC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-005	Administrative Vehicles	HARDY CHEVROLET INC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-006	Administrative Vehicles	KIA MOTORS AMERICA INC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-007	Administrative Vehicles	GRIFFIN SYLVESTER LLC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-0075	Administrative Vehicles	GRIFFIN SYLVESTER LLC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-0095	Administrative Vehicles	WADE FORD INC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-0105	Administrative Vehicles	DON JACKSON AUTOMOTIVE LLC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-SPD0000175-0001	All Terrain Vehicles, Utility	ATLANTA KUBOTA LLC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0002	All Terrain Vehicles, Utility	ADRENALIN POWERSPORTS INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0003	All Terrain Vehicles, Utility	TEXTRON INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0004	All Terrain Vehicles, Utility	YANCY BROS CO	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0005	All Terrain Vehicles, Utility	DEERE & COMPANY	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0006	All Terrain Vehicles, Utility	CLUB CAR INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0007	All Terrain Vehicles, Utility	SUZUKI MOTOR OF AMERICA INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0008	All Terrain Vehicles, Utility	CART MART INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-T20151001-0001	Apple Computer Hadware	APPLE INC	7/31/2022	Garnett	Convenience	Goods
99999-001-SPD0000122-0001	Auto Mfg in Ga (AMIGI)	CARRIAGE KIA	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0002	Auto Mfg in Ga (AMIGI)	MIDSTATE AUTOMOTIVE INC II	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0003	Auto Mfg in Ga (AMIGI)	KIA AUTOSPORT OF COLUMBUS	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0004	Auto Mfg in Ga (AMIGI)	KIA MOTORS AMERICA INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0005	Auto Mfg in Ga (AMIGI)	PLANT CITY AUTOMOTIVE INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0006	Auto Mfg in Ga (AMIGI)	HOMETOWN MOTORS IV INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0007	Auto Mfg in Ga (AMIGI)	PYE CARS OF DALTON INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0008	Auto Mfg in Ga (AMIGI)	SRCF LLC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0009	Auto Mfg in Ga (AMIGI)	S & H MOTORS INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0010	Auto Mfg in Ga (AMIGI)	ATHENS AUTOMOTIVE LLC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0011	Auto Mfg in Ga (AMIGI)	KCL AUTOMOTIVE LLC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0012	Auto Mfg in Ga (AMIGI)	TOWN CENTER INVESTMENTS INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0013	Auto Mfg in Ga (AMIGI)	PB VALDOSTA MOTORS INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0014	Auto Mfg in Ga (AMIGI)	RICK CASE CARS INC	6/30/2025	Mercier	Convenience	Goods
99999-SPD-SPD0000127-0001	Automobile Parts	PARTS AUTHORITY GEORGIA LLC	8/31/2022	Daniels	Convenience	Goods
99999-SPD-SPD0000127-0002	Automobile Parts	GENUINE PARTS COMPANY	8/31/2022	Daniels	Convenience	Goods
99999-SPD-SPD0000160-0001	Background Investigation Svcs.	ACCURATE BACKGROUND HOLDING LLC	1/31/2022	Daniels	Mandatory	Services
99999-001-SPD0000156-0001	Biological and Laboratory Equi	VWR INTERNATIONAL INC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0002	Biological and Laboratory Equi	LAERDAL MEDICAL CORPORATION	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0003	Biological and Laboratory Equi	FISHER SCIENTIFIC COMPANY LLC	9/15/2022	Garnett	Convenience	Goods



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Mrs. Jeanette Rakestraw, Contract Management Assistant		404-657-4322				
Team Email: contract.management@doas.ga.gov						
Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-001-SPD0000156-0004	Biological and Laboratory Equi	CAROLINA BIOLOGICAL SUPPLY CO	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0005	Biological and Laboratory Equi	CAPITAL MICROSCOPE SERVICES INC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0006	Biological and Laboratory Equi	HUNT OPTICS & IMAGING INC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0007	Biological and Laboratory Equi	THOMAS SCIENTIFIC HOLDINGS LLC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0008	Biological and Laboratory Equi	NYCOM INC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0009	Biological and Laboratory Equi	D'S VENTURES LLC	9/15/2022	Garnett	Convenience	Goods
99999-SPD-BOR080120	BOR -Ghost Education Discount	CDW GOVERNMENT LLC	7/31/2022	Johnson	Conv-Consortia	IT
99999-SPD-SPD0000091-0001	BREAD AND RELATED BAKERY PROD	FLOWERS BAKING OF VILLA RICA INC	10/30/2021	Daniels	Mandatory	Goods
99999-SPD-SPD0000091-0002	BREAD AND RELATED BAKERY PROD	BIMBO BAKERIES USA INC	10/30/2021	Daniels	Mandatory	Goods
99999-SPD-ES40199376BS-01	Bus Rentals	AUTOMAX RENT A CAR	5/31/2022	Daniels	Convenience	Services
99999-SPD-ES40199376CR-01	Capitol Hill Airtpr Car Rental	THE HERTZ CORPORATION	7/20/2022	Mercier	Mandatory	Services
99999-SPD-G20200414-0001	Carpet Floors and Accessories	BENTLEY MILLS, INC.	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0002	Carpet Floors and Accessories	MOHAWK CARPET DISTRIBUTION INC	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0003	Carpet Floors and Accessories	INTERFACE AMERICAS	12/16/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0004	Carpet Floors and Accessories	KARNDEAN INTERNATIONAL, LLC	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0005	Carpet Floors and Accessories	SHAW INDUSTRIES	4/11/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0006	Carpet Floors and Accessories	TARKETT USA INC	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0007	Carpet Floors and Accessories	MANNINGTON MILLS INC	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-SPD0000025-0004	CCTV Products, Services and In	GC&E SYSTEMS GROUP INC	10/1/2021	Daniels	Mandatory	Goods
99999-SPD-SPD0000048-0001	Certified Audio Visual Product	PRESIDIO NETWORKED SOLUTIONS	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0002	Certified Audio Visual Product	ONEPATH SYSTEMS LLC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0005	Certified Audio Visual Product	INTER TECHNOLOGIES CORPORATION	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0006	Certified Audio Visual Product	PC SPECIALISTS INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0008	Certified Audio Visual Product	VISUAL SYSTEMS GROUP INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0009	Certified Audio Visual Product	AUDIO VISUAL INNOVATIONS INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0011	Certified Audio Visual Product	HOWARD INDUSTRIES INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0012	Certified Audio Visual Product	DUSOUL COMPANY INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0014	Certified Audio Visual Product	TROXELL COMMUNICATIONS INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0015	Certified Audio Visual Product	SOUTHERN COMPUTER WAREHOUSE INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0016	Certified Audio Visual Product	ONE DIVERSIFIED LLC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0018	Certified Audio Visual Product	CDW GOVERNMENT LLC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-010A	Certified Audio Visual Product	SUMMIT SOLUTIONZ INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-T20190814-0001	Cloud Solutions and Services	CARAHSOFT TECHNOLOGY CORP	9/15/2026	Treadway	Conv-Consortia	IT
99999-SPD-T20190814-0002	Cloud Solutions and Services	SHI INTERNATIONAL CORP	9/15/2026	Treadway	Conv-Consortia	IT
99999-SPD-T20190814-0003	Cloud Solutions and Services	SMARTRONIX LLC	9/15/2026	Treadway	Conv-Consortia	IT
99999-SPD-T20190814-0004	Cloud Solutions and Services	UNISYS CORPORATION	9/15/2026	Treadway	Conv-Consortia	IT
99999-001-SPD0000184-001	COVID-19 Disinfecting Cleaning	CLASPELL, JASON	5/31/2022	Rakestraw	Convenience	Services



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Team Email: contract.management@doas.ga.gov						
Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-001-SPD0000184-002	COVID-19 Disinfecting Cleaning	ACESA CLEANING SERVICES, LLC	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-003	COVID-19 Disinfecting Cleaning	BARTOLOMUCCI AND ASSOCIATES INC	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-004	COVID-19 Disinfecting Cleaning	CARTER,CHANDA	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-005	COVID-19 Disinfecting Cleaning	CONTINENTAL ENVIRONMENTAL SERVICE	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-006	COVID-19 Disinfecting Cleaning	DISINFECTANT SOLUTIONS OF ATLANTA,	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-007	COVID-19 Disinfecting Cleaning	JEFFREY FENNELL	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-008	COVID-19 Disinfecting Cleaning	FRANMICKA L FORD	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-009	COVID-19 Disinfecting Cleaning	THORNTON, STEVEN C	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-010	COVID-19 Disinfecting Cleaning	HAYES CONSTRUCTION & RENOVATIONS	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-011	COVID-19 Disinfecting Cleaning	J FERG PROS CORPORATION	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-012	COVID-19 Disinfecting Cleaning	BRIAN WEBB	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-013	COVID-19 Disinfecting Cleaning	LGC GLOBAL ENERGY FM LLC	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-014	COVID-19 Disinfecting Cleaning	MJ CONSULTING AND SERVICES	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-015	COVID-19 Disinfecting Cleaning	NEW BEGINNINGS COMMERCIAL RESIDE	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-016	COVID-19 Disinfecting Cleaning	SMITH,PAMELA JOHNSON	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-017	COVID-19 Disinfecting Cleaning	PURE AIR CONTROL SERVICES	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-018	COVID-19 Disinfecting Cleaning	TAYLOR,ROBERT NATHANIEL	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-019	COVID-19 Disinfecting Cleaning	SERVICEMASTER DOWNTOWN COMMER	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-020	COVID-19 Disinfecting Cleaning	SYNZEVO, INC.	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-021	COVID-19 Disinfecting Cleaning	THE GOLDEN CREW CLEANING COMPANY	5/31/2022	Rakestraw	Convenience	Services
99999-001-SPD0000184-022	COVID-19 Disinfecting Cleaning	WILPRO ENTERPRISES INC	5/31/2022	Rakestraw	Convenience	Services
99999-SPD-NVPUT3229-0001	DATA COMMUNICATION PRODUCTS	PALO ALTO NETWORKS INC	9/30/2024	Garnett	Conv-Consortia	IT
99999-001-SPD0000141-0001	Diagnostic Instruments and Acc	THE INSTRUMENT HOUSE INC	10/31/2022	Johnson	Mandatory	Goods
99999-001-SPD0000141-0003	Diagnostic Instruments and Acc	MCKESSON MEDICAL SURGICAL GOVERN	10/31/2021	Johnson	Mandatory	Goods
99999-001-SPD0000170-0001	Discounted Retail Walk In Buil	LOWE'S COMPANIES INC	4/30/2022	Mercier	Convenience	Goods
99999-001-SPD0000170-0002	Discounted Retail Walk In Buil	HOME DEPOT USA INC	4/30/2022	Mercier	Convenience	Goods
99999-001-SPD0000135-0001	Document Management Services	AMERICAN DOCUMENT SECURITIES	1/31/2022	Garnett	Convenience	Services
99999-SPD-SPD0000118-0001	ELECTRONIC MONITORING EQUIPM	BUDDI LTD	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000118-0002	ELECTRONIC MONITORING EQUIPM	SATELLITE TRACKING OF PEOPLE LLC	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000118-0003	ELECTRONIC MONITORING EQUIPM	BT INCORPORATED	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000161-0002	End-User Computing	BYTESPEED COMPUTERS	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0003	End-User Computing	CDW GOVERNMENT LLC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0004	End-User Computing	DELL MARKETING LP	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0006	End-User Computing	GOV CONNECTION INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0007	End-User Computing	HP INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0008	End-User Computing	LENOVO - UNITED STATES INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0009	End-User Computing	PANASONIC CORPORATION OF NORTH A	6/2/2022	Garnett	Convenience	IT



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Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-SPD-SPD0000161-0010	End-User Computing	HOWARD INDUSTRIES INC	6/2/2022	Garnett	Convenience	IT
99999-001-SPD0000139-0001	Enterprise Infrastructure	DELL MARKETING LP	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0002	Enterprise Infrastructure	HEWLETT PACKARD ENTERPRISE COMPA	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0003	Enterprise Infrastructure	LENOVO - UNITED STATES INC	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0004	Enterprise Infrastructure	EMC CORPORATION	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0005	Enterprise Infrastructure	NET APP INC	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0006	Enterprise Infrastructure	PURE STORAGE INC	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0007	Enterprise Infrastructure	PARAMOUNT SOFTWARE SOLUTIONS INC	11/8/2021	Treadway	Mandatory	IT
99999-SPD-ES40199400-01	Equipment Maintenance Services	RONALD E MORROW	9/30/2022	Johnson	Convenience	Services
99999-SPD-S201909138-0001	Equipment Rental	UNITED RENTALS NORTH AMERICA INC	8/27/2022	Garnett	Conv-Consortia	Services
99999-SPD-S201909138-0002	Equipment Rental	SUNBELT RENTALS INC	8/27/2022	Garnett	Conv-Consortia	Services
99999-SPD-S201909138-0003	Equipment Rental	YANCY BROS CO	8/27/2022	Garnett	Conv-Consortia	Services
99999-SPD-S20210412-0002	Expedited Delivery	FEDERAL EXPRESS CORPORATION	11/27/2021	Rakestraw	Conv-Consortia	Services
99999-SPD-S20210412-001	Expedited Delivery	UNITED PARCEL SERVICE	11/27/2021	Rakestraw	Conv-Consortia	Services
99999-001-SPD0000154-0001	Facility Maintenance Solution	CGL FACILITY MANAGEMENT LLC	7/14/2022	Treadway	Convenience	Services
99999-SPD-HPS171001-0001	Food and Food Delivery Service	HPS LLC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-HPS171001-0002	Food and Food Delivery Service	GORDON FOOD SERVICE	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-SWL180122-0003	Food and Food Delivery Service	SUTHERLANDS FOODSERVICE INC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-SWL180122-0004	Food and Food Delivery Service	ACC DISTRIBUTORS INC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-SWL180122-0005	Food and Food Delivery Service	CHENEY BROTHERS INC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-SWL180122-0006	Food and Food Delivery Service	US FOODS INC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-001-SPD0000112-0001	Fuel Card and AVL Telematics M	WEX BANK	9/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000112-0002	Fuel Card and AVL Telematics M	ILER GROUP INC	11/9/2021	Johnson	Convenience	Services
99999-SPD-G20160601-0001	GA School Buses Related Equip	YANCY BROS CO	6/30/2022	Mercier	Convenience	Goods
99999-SPD-G20160601-0002	GA School Buses Related Equip	PEACH STATE TRUCK CENTERS LLC	6/30/2022	Mercier	Convenience	Goods
99999-SPD-G20160601-0003	GA School Buses Related Equip	RUSH TRUCK CENTERS OF GEORGIA INC	6/30/2022	Mercier	Convenience	Goods
99999-SPD-20200901-0001	GENERAL CONSTRUCTION SERVICES	ALBION GENERAL CONTRACTORS INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00010	GENERAL CONSTRUCTION SERVICES	HITT CONTRACTING INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00011	GENERAL CONSTRUCTION SERVICES	HUPER OPTIK USA LP	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00012	GENERAL CONSTRUCTION SERVICES	JEWEL OF THE SOUTH, INC.	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00013	GENERAL CONSTRUCTION SERVICES	JOC CONSTRUCTION LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00014	GENERAL CONSTRUCTION SERVICES	OSPREY MANAGEMENT LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00015	GENERAL CONSTRUCTION SERVICES	PRIME CONTRACTORS INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00016	GENERAL CONSTRUCTION SERVICES	PLACE SERVICES INCORPORATED	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00018	GENERAL CONSTRUCTION SERVICES	RUBIO & SON INTERIORS	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00019	GENERAL CONSTRUCTION SERVICES	STRIKER CONTRACTING LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0002	GENERAL CONSTRUCTION SERVICES	BROWN & ROOT INDUSTRIAL SERVICES L	8/31/2024	Garnett	Conv-Consortia	Services



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99999-SPD-S20200901-00020	GENERAL CONSTRUCTION SERVICES	PARYANI REAL ESTATE LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00021	GENERAL CONSTRUCTION SERVICES	LYNN CONSTRUCTION CONTRACTING INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00022	GENERAL CONSTRUCTION SERVICES	JOHNSON-LAUX CONSTRUCTION LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00023	GENERAL CONSTRUCTION SERVICES	LICHTY COMMERCIAL CONSTRUCTION IN	8/31/2044	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00024	GENERAL CONSTRUCTION SERVICES	BAYNE DEVELOPMENT GROUP LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00027	GENERAL CONSTRUCTION SERVICES	WARD HUMPHREY INCORPORATED	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00028	GENERAL CONSTRUCTION SERVICES	UJAMAA CONSTRUCTION SE LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0003	GENERAL CONSTRUCTION SERVICES	CENTENNIAL CONTRACTORS ENTERPRISE	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00030	GENERAL CONSTRUCTION SERVICES	THE GORDIAN GROUP	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0004	GENERAL CONSTRUCTION SERVICES	CROWN RETAIL SERVICES, INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0005	GENERAL CONSTRUCTION SERVICES	DARSEY CONSTRUCTION LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0006	GENERAL CONSTRUCTION SERVICES	ENGINEERING DESIGN TECHNOLOGIES IN	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0007	GENERAL CONSTRUCTION SERVICES	F H PASCHEN S N NIELSEN & ASSOC LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0008	GENERAL CONSTRUCTION SERVICES	GREENE & BURDETTE PROP MGNT LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0009	GENERAL CONSTRUCTION SERVICES	HCR CONSTRUCTION INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0026A	GENERAL CONSTRUCTION SERVICES	EQUIX HOLDINGS, INC.	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-SPD0000167-0001	General Office Supplies	STAPLES CONTRACT & COMMERCIAL INC	3/31/2023	Johnson	Convenience	Goods
99999-SPD-SPD0000167-0002	General Office Supplies	MY GEORGIA OFFICE PRODUCTS LLC	3/31/2023	Johnson	Convenience	Goods
SWC37455-2	Generic Drugs and Pharm Distr.	CARDINAL HEALTH	10/31/2022	Johnson	Mandatory	Goods
99999-001-SPD0000157-0001	Guns and Ammunition	CLYDE ARMORY INC	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000157-0003	Guns and Ammunition	PRECISION DELTA CORPORATION	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000157-0004	Guns and Ammunition	GULF STATES DISTRIBUTORS INC	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000157-0005	Guns and Ammunition	GT DISTRIBUTORS INC	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000157-006	Guns and Ammunition	ED'S PUBLIC SAFETY INC	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000165-0001	Hospital and Medical Supplies	HENRY SCHEIN INC	6/25/2022	Johnson	Conv-Consortia	Goods
99999-001-SPD0000165-002A	Hospital and Medical Supplies	MCKESSON MEDICAL SURGICAL GOVERN	3/1/2022	Johnson	Conv-Consortia	Goods
99999-SPD-SPD0000151-0001	Hospitality and Personal Paper	SOUTHEASTERN PAPER GROUP	5/31/2022	Daniels	Mandatory	Goods
99999-001-SPD0000158-0001	Ind., Med., and Spec. Gases	AIRGAS INC	11/30/2021	Daniels	Mandatory	Goods
99999-001-SPD0000158-0002	Ind., Med., and Spec. Gases	AIR PRODUCTS AND CHEMICALS INC	10/31/2021	Daniels	Mandatory	Goods
SWC50526-4	Influenza Virus Vaccine	SANOFI PASTEUR	12/31/2021	Johnson	Mandatory	Goods
SWC50526-5	Influenza Virus Vaccine	GLAXOSMITHKLINE	12/31/2022	Johnson	Mandatory	Goods
99999-SPD-ES40199376IS-01	IN-STATE CAR RENTAL	THE HERTZ CORPORATION	9/8/2022	Mercier	Mandatory	Services
99999-SPD-ES40199376IS-02	IN-STATE CAR RENTAL	ENTERPRISE LEASING COMPANY OF GA L	9/8/2022	Mercier	Mandatory	Services
99999-SPD-G20150610	Integrated Business Sol (MMS)	GENUINE PARTS COMPANY	12/31/2021	Mercier	Convenience	IT
99999-SPD0000172-001	Integrated Security & Surveill	A 3 COMMUNICATIONS	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-002	Integrated Security & Surveill	ADAPT TO SOLVE	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-003	Integrated Security & Surveill	ALSCAN INC	4/30/2023	Daniels	Mandatory	IT



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99999-SPD0000172-004	Integrated Security & Surveill	COMTECH COMMUNICATIONS OF GA	4/30/2022	Daniels	Mandatory	IT
99999-SPD0000172-005	Integrated Security & Surveill	COOPERCRAFT COMMUNICATIONS INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-006	Integrated Security & Surveill	DG INVESTMENT INTERMEDIATE HOLDIN	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-007	Integrated Security & Surveill	GC&E SYSTEMS GROUP INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-008	Integrated Security & Surveill	ISO NETWORK LLC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-009	Integrated Security & Surveill	LMI SYSTEMS LLC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-010	Integrated Security & Surveill	M C DEAN INC	3/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-011	Integrated Security & Surveill	MOTOROLA SOLUTIONS INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-012	Integrated Security & Surveill	NETPLANNER SYSTEMS INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-013	Integrated Security & Surveill	NETWORK CABLING INFRASTRUCTURE IN	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-014	Integrated Security & Surveill	SOUTHERN COMPUTER WAREHOUSE INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD-T20120501-0004	IT Networking Equipment	AVAYA INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0006	IT Networking Equipment	CISCO SYSTEMS INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0007	IT Networking Equipment	DELL MARKETING LP	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0009	IT Networking Equipment	EXTREME NETWORKS INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0010	IT Networking Equipment	F5 NETWORKS INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0013	IT Networking Equipment	JUNIPER NETWORKS	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-005A	IT Networking Equipment	RUCKUS WIRELESS INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-011A	IT Networking Equipment	HEWLETT PACKARD ENTERPRISE COMPA	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-014A	IT Networking Equipment	FORTINET	9/30/2022	Garnett	Convenience	IT
99999-001-SPD0000149-0001	IT Temp Staffing	COMPUTER AID INC	2/14/2022	Daniels	Mandatory	Services
99999-SPD-SPD0000119-0001	Lamps, Ballasts, Fixtures and	VOSS ELECTRIC CO	11/30/2021	Daniels	Mandatory	Goods
99999-SPD-SPD0000119-0002	Lamps, Ballasts, Fixtures and	E SAM JONES DISTRIBUTOR INC	11/30/2021	Daniels	Mandatory	Goods
SWC90807	Law Enforcement Equipment	GENERAL SERVICES ADMINISTRATION	9/30/2050	Mercier	Convenience	Goods
99999-001-SPD0000130-0002	Liquid Propane Gas	AMERIGAS PROPANE LP	10/31/2021	Daniels	Mandatory	Goods
99999-SPD-00006328-0003	MAIL EQUIPMENT	STAMPS.COM	12/31/2021	Daniels	Mandatory	Services
99999-001-SPD0000181-0001	Maintenance Repair and Operati	W W GRAINGER INC	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0002	Maintenance Repair and Operati	FASTENAL COMPANY	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0003	Maintenance Repair and Operati	MSC INDUSTRIAL SUPPLY COMPANY	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0004	Maintenance Repair and Operati	ACUITY SPECIALTY PRODUCTS INC	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0005	Maintenance Repair and Operati	HD SUPPLY FACILITIES MAINTENANCE LT	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0006	Maintenance Repair and Operati	KIPPER TOOL COMPANY	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0007	Maintenance Repair and Operati	MILLER HARDWARE COMPANY INC	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0008	Maintenance Repair and Operati	HOME DEPOT USA INC	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0009	Maintenance Repair and Operati	LOWE ELECTRIC SUPPLY CO	3/31/2023	Garnett	Convenience	Goods
99999-SPD-SPD0000162-0001	Management Consulting Services	ACCENTURE LLP	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0002	Management Consulting Services	BERRY DUNN MCNEIL & PARKER	6/30/2022	Mercier	Convenience	Services



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99999-SPD-SPD0000162-0003	Management Consulting Services	DELOITTE CONSULTING LLP	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0004	Management Consulting Services	ERNST & YOUNG LLP	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0005	Management Consulting Services	KPMG LLP	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0006	Management Consulting Services	IKASO CONSULTING LLC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0008	Management Consulting Services	MCKINSEY & COMPANY INC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0009	Management Consulting Services	MGT OF AMERICA LLC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0012	Management Consulting Services	PUBLIC CONSULTING GROUP INC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0013	Management Consulting Services	SLALOM LLC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0014	Management Consulting Services	THE STORES CONSULTING GROUP LLC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-010A	Management Consulting Services	AVAAP USA LLC	6/30/2022	Mercier	Convenience	Services
99999-001-SPD0000153-0001	Management of GA Natural Gas	PHELTS,W BRENT	3/31/2022	Garnett	Convenience	Services
99999-001-SPD0000037-0002	Media Buying Services	THE INTERCONNECT GROUP	5/31/2022	Treadway	Convenience	Services
99999-SPD-T20190904-0001	Microsoft End User Computing	MICROSOFT CORPORATION	7/31/2022	Garnett	Conv-Consortia	IT
99999-001-SPD0000126-003	MILK	DFA DAIRY BRANDS FLUID LLC	5/31/2022	Daniels	Convenience	Goods
SWC90816	Motor Vehicle Maintenance & In	AUTOMOTIVE RENTALS INC	12/31/2021	Mercier	Convenience	Services
99999-001-SPD0000099-0002	Natural Gas Interruptible Deli	SCANA ENERGY	3/31/2022	Garnett	Mandatory	Goods
99999-001-SPD0000164-0001	Natural Gas: Firm Delivery Ser	GAS SOUTH LLC	12/31/2021	Garnett	Mandatory	Goods
99999-001-SPD0000164-0002	Natural Gas: Firm Delivery Ser	SCANA ENERGY	12/31/2021	Garnett	Mandatory	Goods
99999-001-SPD0000164-0003	Natural Gas: Firm Delivery Ser	INFINITE ENERGY INC	12/31/2021	Garnett	Mandatory	Goods
99999-001-SPD0000100-0002	Office, Computer and Education	AFFORDABLE INTERIOR SYSTEMS INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0003	Office, Computer and Education	AGATI INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0007	Office, Computer and Education	ARCADIA CHAIR COMPANY	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0008	Office, Computer and Education	ARTOPEX INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0009	Office, Computer and Education	AURORA STORAGE PRODUCTS INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0010	Office, Computer and Education	BLOCKHOUSE COMPANY INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0012	Office, Computer and Education	BRODART COMPANY	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0015	Office, Computer and Education	CHERRY MAN INDUSTRIES INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0017	Office, Computer and Education	COMMERCIAL FURNITURE GROUP INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0018	Office, Computer and Education	DAR RAN FURNITURE INDUSTRIES	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0019	Office, Computer and Education	DACO LIMITED PARTNERSHIP	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0021	Office, Computer and Education	DIRTT ENVIRONMENTAL SOLUTIONS INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0022	Office, Computer and Education	DITTO SALES INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0024	Office, Computer and Education	EGAN VISUAL INTERNATIONAL INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0025	Office, Computer and Education	CORONA GROUP INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0027	Office, Computer and Education	ASSA GROUP INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0028	Office, Computer and Education	ERGONOM CORPORATION	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0029	Office, Computer and Education	EXEMPLIS LLC	2/2/2022	Johnson	Convenience	Goods



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Team Email: contract.management@doas.ga.gov						
Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-001-SPD0000100-0030	Office, Computer and Education	F E HALE MFG CO	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0031	Office, Computer and Education	FAIRWAY HOLDINGS	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0032	Office, Computer and Education	GLOBAL INDUSTRIES INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0034	Office, Computer and Education	GROUPE LACASSE LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0035	Office, Computer and Education	HAWORTH INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0036	Office, Computer and Education	HERMAN MILLER INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0037	Office, Computer and Education	HIS FURNITURE	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0039	Office, Computer and Education	HLF FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0040	Office, Computer and Education	HUMANSIZE CORPORATION	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0041	Office, Computer and Education	HYER OFFICE FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0042	Office, Computer and Education	IMF SOLUTIONS LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0043	Office, Computer and Education	INDIANA FURNITURE INDUSTRIES	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0044	Office, Computer and Education	INSCAPE	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0045	Office, Computer and Education	INTEGRA INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0046	Office, Computer and Education	WORKRITE ERGONOMICS CANADA INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0048	Office, Computer and Education	JASPER SEATING CO	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0049	Office, Computer and Education	JOHN SAVOY & SON INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0052	Office, Computer and Education	KEILHAUER LTD	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0053	Office, Computer and Education	KIMBALL INTERNATIONAL MARKETING INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0055	Office, Computer and Education	KNOLL INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0056	Office, Computer and Education	KRUEGER INTERNATIONAL INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0057	Office, Computer and Education	KRUG FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0058	Office, Computer and Education	LEEDER FURNITURE LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0059	Office, Computer and Education	LELAND INTERNATIONAL	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0060	Office, Computer and Education	LIAT	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0062	Office, Computer and Education	MAXON FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0064	Office, Computer and Education	MEUBLES FOLIOT INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0066	Office, Computer and Education	MJ INDUSTRIES INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0067	Office, Computer and Education	MOBILER DE BUREAU LOGIFLEX INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0068	Office, Computer and Education	MODUFORM INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0069	Office, Computer and Education	NATIONAL OFFICE FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0070	Office, Computer and Education	NEUTRAL POSTURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0071	Office, Computer and Education	NEW ENGLAND WOODCRAFT INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0072	Office, Computer and Education	NOVA SOLUTIONS	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0073	Office, Computer and Education	ALLSEATING CORPORATION	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0074	Office, Computer and Education	OFFICE MASTER INC.	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0075	Office, Computer and Education	OFS BRANDS INC	2/2/2022	Johnson	Convenience	Goods



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99999-001-SPD0000100-0076	Office, Computer and Education	PALMER HAMILTON LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0078	Office, Computer and Education	R T LONDON COMPANY	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0079	Office, Computer and Education	SEATING INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0080	Office, Computer and Education	SICO NORTH AMERICA	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0081	Office, Computer and Education	SMITH SYSTEM	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0082	Office, Computer and Education	SOUTHWEST CONTRACT INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0083	Office, Computer and Education	SPACESAVER STORAGE SYSTEMS INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0084	Office, Computer and Education	SPEC FURNITURE	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0085	Office, Computer and Education	STEELCASE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0086	Office, Computer and Education	SYMPHONY FURNITURE LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0087	Office, Computer and Education	TEKNION LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0088	Office, Computer and Education	THE ALLSTEEL COMPANY INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0090	Office, Computer and Education	THE GUNLOCKE COMPANY LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0091	Office, Computer and Education	THE HON COMPANY INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0092	Office, Computer and Education	TRENDWAY CORPORATION	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0093	Office, Computer and Education	TRINITY FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0096	Office, Computer and Education	VIRCO INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0098	Office, Computer and Education	WRIGHT LINE LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0099	Office, Computer and Education	SAUDER MANUFACTURING CO	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-063M	Office, Computer and Education	SAFCO PRODUCTS INC	2/2/2022	Johnson	Convenience	Goods
99999-SPD-SPD00000096-0001	Offset Printing and Related Se	R R DONNELLEY & SONS	4/30/2022	Daniels	Convenience	Services
99999-SPD-ES40199376LS-01	OPEN & CLOSED VEHICLE LEASING	ACME AUTO LEASING LLC	9/20/2022	Daniels	Mandatory	Services
99999-001-SPD0000144-0001	Paint- Interior / Exterior and	SHERWIN WILLIAMS CO	9/30/2021	Daniels	Mandatory	Goods
99999-001-SPD0000128-0002	Petroleum: Gasoline, Diesel, H	MANSFIELD OIL COMPANY INC	12/31/2021	Treadway	Mandatory	Goods
99999-001-SPD0000128-0003	Petroleum: Gasoline, Diesel, H	BOSWELL OIL COMPANY	12/31/2021	Treadway	Mandatory	Goods
99999-001-SPD0000128-0004	Petroleum: Gasoline, Diesel, H	PS ENERGY GROUP INC	12/31/2021	Treadway	Mandatory	Goods
99999-001-SPD0000128-0005	Petroleum: Gasoline, Diesel, H	ACREE OIL COMPANY	12/31/2021	Treadway	Conv-Consortia	Goods
99999-001-SPD0000128-001A	Petroleum: Gasoline, Diesel, H	PERRY BROTHERS OIL INC	12/31/2021	Treadway	Mandatory	Goods
99999-SPD-ES40199409-0001	Police Pursuit Vehicles	AKINS FORD LLC	8/15/2022	Mercier	Mandatory	Goods
99999-SPD-ES40199409-0002	Police Pursuit Vehicles	HARDY CHEVROLET INC	8/15/2022	Mercier	Mandatory	Goods
99999-SPD-ES40199409-0003	Police Pursuit Vehicles	WADE FORD INC	8/15/2022	Mercier	Mandatory	Goods
99999-SPD-00006328-0001	Postage Services/Equipment	PITNEY BOWES INC	12/31/2021	Daniels	Mandatory	Services
99999-SPD-00006328-0002	Postage Services/Equipment	QUADIENT INC	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000137-0001	Printers, MFPs and Related Tec	SHARP ELECTRONICS CORPORATION	6/30/2022	Rakestraw	Mandatory	IT
99999-SPD-SPD0000137-0002	Printers, MFPs and Related Tec	RICOH USA INC	6/30/2022	Rakestraw	Mandatory	IT
99999-SPD-SPD0000137-0003	Printers, MFPs and Related Tec	TOSHIBA AMERICA BUSINESS SOLUTIONS	6/30/2022	Rakestraw	Mandatory	IT
99999-SPD-SPD0000137-0004	Printers, MFPs and Related Tec	XEROX CORPORATION	6/30/2022	Rakestraw	Mandatory	IT



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Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-SPD-SPD0000137-0005	Printers, MFPs and Related Tec	CANON USA INC	6/30/2022	Rakestraw	Mandatory	IT
99999-SPD-G05292020	Professional Grade Tools	IDSC HOLDING LLC	12/21/2021	Johnson	Conv-Consortia	Goods
99999-001-SPD0000138-0001	Public Mass Transit and Transp	THE BUS CENTER OF ATLANTA LLC	12/13/2021	Mercier	Mandatory	Goods
99999-001-SPD0000138-0002	Public Mass Transit and Transp	ALLIANCE BUS GROUP INC	10/31/2021	Mercier	Mandatory	Goods
99999-001-SPD0000138-0003	Public Mass Transit and Transp	CREATIVE BUS SALES INC	12/13/2021	Mercier	Mandatory	Goods
99999-SPD-NVPWA06913-0002	Public Safety Two-Way Radio	E F JOHNSON COMPANY	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPWA06913-0001	Public Safety Two-Way Radios	BK TECHNOLOGIES INC	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPWA06913-0003	Public Safety Two-Way Radios	HARRIS CORPORATION	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPWA06913-0004	Public Safety Two-Way Radios	MOTOROLA SOLUTIONS INC	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPWA06913-0005	Public Safety Two-Way Radios	SECOM SYSTEMS INC	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPPAOK000-0001	Public Safety Video Systems	WATCHGUARD INC	1/31/2022	Daniels	Conv-Consortia	IT
99999-SPD-NVPPAOK000-0002	Public Safety Video Systems	APPLIED CONCEPTS INC	1/31/2022	Daniels	Conv-Consortia	IT
99999-SPD-NVPPAOK000-0003	Public Safety Video Systems	AXON ENTERPRISE INC	1/31/2022	Daniels	Conv-Consortia	IT
99999-SPD-NVPPAOK000-0004	Public Safety Video Systems	COBAN RESEARCH AND TECHNOLOGIES	1/31/2022	Daniels	Conv-Consortia	IT
99999-SPD-SPD0000124-0001	Purchasing, Travel and Electro	BANK OF AMERICA NA	10/31/2021	Hall	Mandatory	Services
99999-SPD-SPD0000108-0001	Rapid Copy and Digital Printin	MOORE PARTNERS INC	2/28/2022	Daniels	Convenience	Services
99999-001-SPD0000095-0001	Security Service, Armed and Un	DYNAMIC SECURITY INC	10/31/2021	Treadway	Mandatory	Services
99999-001-SPD0000095-0002	Security Service, Armed and Un	CONFIDENTIAL SECURITY AGENCY INC	10/31/2021	Treadway	Mandatory	Services
99999-SPDS20200501-DOD1	Security Services	STRATEGIC SECURITY CORP	6/14/2026	Treadway	Mandatory	Services
99999-SPDS20200501-DOD2	SECURITY SERVICES	DYNAMIC SECURITY INC	6/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000178-SOG1	Security Services - Armed & Un	UNIVERSAL PROTECTION SERVICE LLC	8/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000178-SOG2	Security Services - Armed & Un	DYNAMIC SECURITY INC	8/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000178-SOG3	Security Services - Armed & Un	STRATEGIC SECURITY CORP	8/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000178-SOG4	Security Services - Armed & Un	CONFIDENTIAL SECURITY AGENCY INC	8/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000060-006A	Software Category 4 Oracle	DELL MARKETING LP	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0001	Statewide Contracts for Softwa	IBM CORPORATION	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0002	Statewide Contracts for Softwa	PRESIDIO NETWORKED SOLUTIONS	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0003	Statewide Contracts for Softwa	SHI INTERNATIONAL CORP	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0004	Statewide Contracts for Softwa	CDW GOVERNMENT LLC	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0005	Statewide Contracts for Softwa	PC SPECIALISTS INC	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0006	Statewide Contracts for Softwa	DELL MARKETING LP	4/30/2022	Treadway	Mandatory	IT
SWCDAS0000082	Statewide Substance Abuse Prog	FIRST HOSPITAL LABORATORIES INC	2/28/2022	Daniels	Convenience	Services
99999-001-SPD0000138-0004	Supplemental Public Mass Trans	TRANSPORTATION EQUIPMENT SALES CC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-0006	Supplemental Public Mass Trans	MOTOR COACH INDUSTRIES	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-0007	Supplemental Public Mass Trans	PROTERRA INC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-0008	Supplemental Public Mass Trans	BYD MOTORS LLC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-001A	Supplemental Public Mass Trans	THE BUS CENTER OF ATLANTA LLC	6/30/2022	Mercier	Mandatory	Goods



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Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-001-SPD0000138-002A	Supplemental Public Mass Trans	ALLIANCE BUS GROUP INC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-003A	Supplemental Public Mass Trans	CREATIVE BUS SALES INC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000136-0001	Temporary Staffing Services-St	FOCUS OF GEORGIA INC	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0002	Temporary Staffing Services-St	ARK TEMPORARY STAFFING LLC	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0003	Temporary Staffing Services-St	HAPPY FACES PERSONNEL GROUP INC	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0004	Temporary Staffing Services-St	NITELINES USA	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0005	Temporary Staffing Services-St	SHAGA CONSULTING & RECRUITING	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0006	Temporary Staffing Services-St	ABACUS CORPORATION	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0007	Temporary Staffing Services-St	DOVER STAFFING INC	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0008	Temporary Staffing Services-St	CORPORATE TEMPS 2000	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0009	Temporary Staffing Services-St	INGENESIS INC	6/30/2022	Johnson	Mandatory	Services
99999-SPD-SPD0000021-0001	Tier 1 Audio Visual Products a	ONEPATH SYSTEMS LLC	4/30/2022	Daniels	Mandatory	IT
99999-SPD-SPD0000021-0003	Tier 1 Audio Visual Products a	AUDIO VISUAL INNOVATIONS INC	4/30/2022	Daniels	Mandatory	IT
99999-SPD-SPD0000021-0004	Tier 1 Audio Visual Products a	TROXELL COMMUNICATIONS INC	4/30/2022	Daniels	Mandatory	IT
99999-SPD-SPD0000021-0005	Tier 1 Audio Visual Products a	SOUTHERN COMPUTER WAREHOUSE INC	4/30/2022	Daniels	Mandatory	IT
99999-001-SPD0000116-0001	TIRES, TUBES AND RETREAD TIRES	MICHELLIN	3/31/2022	Treadway	Mandatory	Goods
99999-001-SPD0000116-0002	TIRES, TUBES AND RETREAD TIRES	CONTINENTAL TIRE THE AMERICAS	3/31/2022	Treadway	Mandatory	Goods
99999-001-SPD0000116-0003	TIRES, TUBES AND RETREAD TIRES	THE GOODYEAR TIRE & RUBBER COMPAN	3/31/2022	Treadway	Mandatory	Goods
99999-001-SPD0000116-0005	TIRES, TUBES AND RETREAD TIRES	BRIDGESTONE AMERICAS TIRE OPERATIO	3/31/2022	Treadway	Mandatory	Goods
99999-001-SPD0000177-0032	Tractors and Mowers	MARLIN HOLDINGS 2, LLC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0033	Tractors and Mowers	BUSH HOG, INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0001	Tractors and Mowers	TOCCOA HARDWARE, INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0002	Tractors and Mowers	JET-VAC EQUIPMENT COMPANY LLC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0003	Tractors and Mowers	FELSHAW CAPITAL VENTURES INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0004	Tractors and Mowers	GREAT PLAINS MANUFACTURING INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0005	Tractors and Mowers	CNH INDUSTRIAL AMERICA LLC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0006	Tractors and Mowers	ATLANTA KUBOTA LLC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0007	Tractors and Mowers	ALAMO GROUP (TX) INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0008	Tractors and Mowers	WESTOVER LAWN AND GARDEN PROPER	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0009	Tractors and Mowers	ENVIRONMENTAL PRODUCTS GROUP INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0010	Tractors and Mowers	CLARK EQUIPMENT COMPANY	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0011	Tractors and Mowers	JOHN DEERE SHARED SERVICES INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0012	Tractors and Mowers	REYNOLDS-WARREN EQUIPMENT CO INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0013	Tractors and Mowers	ASCENDUM MACHINERY INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0014	Tractors and Mowers	JERRY PATE TURF & IRRIGATION INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0015	Tractors and Mowers	LANIER OUTDOOR EQUIPMENT INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0016	Tractors and Mowers	ATLANTIC & SOUTHERN EQUIPMENT	5/31/2023	Mercier	Mandatory	Goods



STATE OF GEORGIA
ACTIVE STATEWIDE CONTRACTS & ASSIGNED CONTRACT MANAGEMENT SPECIALIST
Effective Date: October 1, 2021

Contract Management Team		Phone Number				
Dr. Carl A. Hall, PhD, Esq., Contract Management Manager		404-657-4254				
Ms. Bennetta Daniels, Contract Management Specialist		404-656-1786				
Mr. Eric Mercier, Contract Management Specialist		404-463-1540				
Mr. Osborne Johnson, Contract Management Specialist		404-232-1929				
Mr. Daniel Garnett, Contract Management Specialist		404-651-6084				
Mr. Donnie Treadway, Contract Management Specialist		404-463-0824				
Mrs. Jeanette Rakestraw, Contract Management Assistant		404-657-4322				
Team Email: contract.management@doas.ga.gov						
Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-001-SPD0000177-0017	Tractors and Mowers	ARIENS COMPANY	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0018	Tractors and Mowers	STANANCO INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0019	Tractors and Mowers	MORIDGE MANUFACTURING INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0020	Tractors and Mowers	MASON TRACTOR AND EQUIPMENT CO	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0021	Tractors and Mowers	COWIN EQUIPMENT COMPANY	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0022	Tractors and Mowers	G J & L INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0023	Tractors and Mowers	FLINT EQUIPMENT CO INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0024	Tractors and Mowers	YANCY BROS CO	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0025	Tractors and Mowers	MARION FORD TRACTOR	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0026	Tractors and Mowers	DEERE & COMPANY	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0027	Tractors and Mowers	THE HALL GROUP INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0029	Tractors and Mowers	AGCO CORPORATION	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0030	Tractors and Mowers	ATMAX EQUIPMENT CO	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0031	Tractors and Mowers	HUSQVARNA PROFESSIONAL PRODUCTS	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0034	Tractors and Mowers	GREEN CLIMBER OF NORTH AMERICA INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0035	Tractors and Mowers	ENERGREEN AMERICA INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000134-0001	Translation, Interpretation, &	INTERPRETERS UNLIMITED	10/29/2022	Johnson	Convenience	Services
99999-001-SPD0000134-0002	Translation, Interpretation, &	LIONBRIDGE TECHNOLOGIES INC	10/29/2021	Johnson	Convenience	Services
99999-001-SPD0000134-0003	Translation, Interpretation, &	AD ASTRA INC	10/29/2021	Johnson	Convenience	Services
99999-SPD-SPD0000155-0001	Truck Chassis and Bodies	RUSH TRUCK CENTERS OF GEORGIA INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0002	Truck Chassis and Bodies	GEORGIA KENWORTH INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0003	Truck Chassis and Bodies	HARDY CHEVROLET INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0004	Truck Chassis and Bodies	AKINS FORD LLC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0005	Truck Chassis and Bodies	FAMILY FORD INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0006	Truck Chassis and Bodies	WADE FORD INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0007	Truck Chassis and Bodies	PEACH STATE TRUCK CENTERS LLC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-G20200612-001A	Vaccines Distribution, Includi	MCKESSON MEDICAL SURGICAL GOVERN	12/31/2022	Johnson	Conv-Consortia	Goods
99999-SPD-G20200612-0002	Vaccines Including Influenza	FFF ENTERPRISES INC	12/31/2022	Johnson	Conv-Consortia	Goods
99999-SPD-G20200612-0003	Vaccines Including Influenza	ASD SPECIALTY HEALTHCARE INC	12/31/2022	Johnson	Conv-Consortia	Goods
SWC90817-001A	Vehicle Lifts NJPA	MOHAWK LIFTS LLC	2/24/2022	Johnson	Convenience	Goods



BRANNEN



MOTOR COMPANY

1080 Second Street • P.O. Box 746 • Unadilla, Georgia 31091

Sales: (877) 533-7897 • Service: (877) 910-6394 • Website: www.brannenchevrolet.com

Stock No. A19445

Date 01/27/2020

Salesman BOBBY REED

RETAIL BUYERS ORDER

D.O.B. _____

Purchaser CITY OF LOCUST GROVE

Home Phone _____

E-mail Address _____

Work Phone _____

Address 3644 HIGHWAY 42

City LOCUST GROVE

County HENRY

State GA

Zip 30248

New ☒

Used ☐

Demonstrator ☐

Car ☐

Truck ☒

DESCRIPTION OF PURCHASE

Year 2020 Make FORD # Doors _____ Cyl 6

Model EXPLORER Trans _____ Color BLACK

Vin 1FM5K8AW9LGA19445

Mileage 17

Vehicle Price

36500.00

Dealer Installed Options

N/A

Environmental & Appearance Protection

N/A

DESCRIPTION OF TRADE-IN(S)

Year _____ Make _____ # Doors _____ Cyl _____

Model _____ Trans _____ Color _____

Vin _____

Mileage _____

Payoff to _____

Address _____

City _____ State _____ Zip _____

Year _____ Make _____ # Doors _____ Cyl _____

Model _____ Trans _____ Color _____

Vin _____

Mileage _____

Payoff to _____

Address _____

City _____ State _____ Zip _____

Insurance Co. _____

Policy No. _____

Leinholder _____

Address _____

City _____ State _____ Zip _____

Lein Code _____

Total Vehicle Price

36500.00

Trade-In Allowance or Discount

N/A

Rebate

N/A

CASH DIFFERENCE

36500.00

Customer Services

399.00

SUBTOTAL

36500.00

Title Ad Valorem Tax or Sales Tax

N/A

GA M.V. WARRANTY RIGHTS FEE

N/A

Title and/or Tag Fee

N/A

N/A

N/A

Total Selling Price

36500.00

Owing on Trade-In(s)

N/A

Extended Service Plan

N/A

Guaranteed Asset Protection

N/A

Credit Life/Accidental Health

N/A

Maintenance Agreement

N/A

Down Payment/Customer Deposit

N/A

TOTAL AMOUNT FINANCED

36500.00

It is agreed and understood that at no warranties of any kind or character either expressed or implied, are made by you concerning the car to be delivered to me, other than the usual manufacturer's warranties.

The undersigned purchaser acknowledges receipt of this order executed herewith. In addition, purchaser authorizes seller to secure all information from any source to determine credit worthiness of purchaser.

No salesman's verbal agreement is binding on the Company. All terms and conditions are set forth above.

ORDER NOT VALID UNLESS ACCEPTED AND SIGNED BY MANAGEMENT.

Purchaser's Signature _____

01/27/2020

Date

Accepted By _____

Manager's Signature _____



1080 2nd Street
PO Box 746
Unadilla, GA 31091
P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com

LIENHOLDER:
N/A

54

DATE 03/09/2021

SOLD TO: CITY OF DORAVILLE

INVOICE NO.

ADDRESS 3725 PARK AVE

DORAVILLE GA 30340

F1696

DEAL #: 1554

CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN
10125	F1696	2021 FORD	EXPLORER	NEW	1FM5K8AC8MNA08696		BOBBY REED

INSURANCE COVERAGE INCLUDES

FIRE AND THEFT
COLLISION AMT. DEDUCT.

PUBLIC LIABILITY • AMT.
PROPERTY DAMAGE • AMT.

PRICE OF CAR
FREIGHT AND HANDLING
OPTIONAL EQUIP. ACCESS.

37300.00

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP DESCRIPTION PRICE

PC- 3250⁰⁰

N/A

TAVT
LICENSE AND TITLE

0.00

0.00

0.00

0.00

0.00

0.00

0.00

TOTAL CASH PRICE

37300.00

FINANCING
INSURANCE

N/A

0.00

TOTAL TIME PRICE

SETTLEMENT:

37300.00

DEPOSIT
CASH ON DELIVERY
USED CAR: •
TYPE
SERIAL NO,

N/A

ENGINE NO.
PAYMENTS.

TOTAL

37300.00

PURCHASER'S SIGNATURE _____

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

ESTIMATED DELIVERY DATE: 03/09/2021

ESTIMATED DELIVERY DATE: 06/16/2021



1080 2nd Street
PO Box 746
Unadilla, GA 31091
P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com

LIENHOLDER:
N/A

54
pd

DATE		03/15/2021		SOLD TO: CITY OF CLARKSTON			INVOICE NO.	
				ADDRESS 3921 CHURCH ST				
				CLARKSTON GA 30021			F1631	
DEAL #: 1581								
CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN	
CITY39	F1631	2021 FORD	EXPLORER	NEW	1FM5K8AB7MGA65208		BOBBY REED	
<u>INSURANCE COVERAGE INCLUDES</u>						PRICE OF CAR FREIGHT AND HANDLING OPTIONAL EQUIP. ACCESS.		33800.00
FIRE AND THEFT		PUBLIC LIABILITY • AMT.						0.00
COLLISION AMT. DEDUCT.		PROPERTY DAMAGE • AMT.						0.00
<u>OPTIONAL EQUIPMENT AND ACCESSORIES</u>						FORD ESP N/A TAVT LICENSE AND TITLE TOTAL CASH PRICE		2250.00
GROUP	DESCRIPTION			PRICE	0.00			
7 YEAR/100,000 MILES			\$2,250.00	0.00				
PREMIUMCARE WARRANTY W/ \$100.00 DEDUCTIBLE					TOTAL CASH PRICE		36050.00	
PC - 3250.00 DISCLAIMER OF WARRANTIES THE SELLER, BRANNEN MOTOR COMPANY, HEREBY EXPRESSLY DSCLAIMS ALL WARRANTIES. EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND BRANNEN MOTOR COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ANY LIABILITY CONNECTION WITH SALE OF THE VEHICLE.						FINANCING		N/A
						INSURANCE		0.00
						TOTAL TIME PRICE		36050.00
						<u>SETTLEMENT:</u>		
						DEPOSIT		N/A
						CASH ON DELIVERY		
						USED CAR: •		
						TYPE		
						SERIAL NO,		
						ENGINE NO.		
						PAYMENTS.		
						TOTAL		36050.00
PURCHASER'S SIGNATURE _____								
ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS								

ESTIMATED DELIVERY DATE: 03/15/2021



1080 2nd Street
PO Box 746
Unadilla, GA 31091
P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com

LIENHOLDER:
N/A

SH

DATE 10/11/2021		SOLD TO: COBB COUNTY BOARD OF COMMISSIONERS ADDRESS 1940 COUNTY SERVICES PARKWAY MARIETTA GA 30008					INVOICE NO. F1949						
DEAL #: 2510													
CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN						
COBB40	F1949	2021 FORD	EXPLORER	NEW	1FM5K8ACXMGC22058	0070X	BOBBY REED						
<u>INSURANCE COVERAGE INCLUDES</u> FIRE AND THEFT COLLISION AMT. DEDUCT.					PRICE OF CAR FREIGHT AND HANDLING OPTIONAL EQUIP. ACCESS.		37300.00 0.00 0.00 0.00 0.00						
<u>OPTIONAL EQUIPMENT AND ACCESSORIES</u> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">GROUP</th> <th style="width:50%;">DESCRIPTION</th> <th style="width:30%;">PRICE</th> </tr> </thead> <tbody> <tr> <td></td> <td>PC-3250⁰⁰</td> <td></td> </tr> </tbody> </table>					GROUP	DESCRIPTION	PRICE		PC-3250 ⁰⁰		DELIVERY FEE TAVT LICENSE AND TITLE TOTAL CASH PRICE		150.00 0.00 0.00 37450.00
GROUP	DESCRIPTION	PRICE											
	PC-3250 ⁰⁰												
DISCLAIMER OF WARRANTIES THE SELLER, BRANNEN MOTOR COMPANY, HEREBY EXPRESSLY DSCLAIMS ALL WARRANTIES. EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND BRANNEN MOTOR COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ANY LIABILITY CONNECTION WITH SALE OF THE VEHICLE.					FINANCING INSURANCE TOTAL TIME PRICE <u>SETTLEMENT:</u> DEPOSIT CASH ON DELIVERY USED CAR: • TYPE SERIAL NO, ENGINE NO. PAYMENTS.		N/A 0.00 37450.00 N/A						
					TOTAL		37450.00						
					PURCHASER'S SIGNATURE _____								
					ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS								

ESTIMATED DELIVERY DATE: 10/11/2021

2021 MODEL YEAR

Vehicle Line	First Available Priority Code for new orders	Last Avail. Priority code	Currently filling week ¹	Down Weeks	Estimated Lead Time (Order to Delivery) ²	Possible Scheduling Delays ³
Expedition	M4	M4		11/1, 12/27, 1/3, 1/10	12-14 weeks	21MY scheduling for fleet balanced out 2021MY Expedition Rear inflatable Seat Belt option 52R is no longer available. The new Standard Safety Belt option 52C is now available. The following changes are now available with the updated order guides and pricing. Platinum: The new Standard Safety Belt (52C) will be REQUIRED for all Platinum orders to get scheduled. Convenience Package (50E): The new Convenience Package option (50E) is available with the same content as 50A, without the rear inflatable belts. Please note: Please make changes to Unscheduled orders to avoid a material hold status. Serialized orders have been changed allowing them to now be built. SSV orders balanced out early. The last build week is 9/30/21. All unscheduled orders remaining in the USOB were pulled ahead and scheduled in build week 9/20/21.
Navigator	M4	M4		11/1, 12/27, 1/3, 1/10	12-14 weeks	Inflatable rear seat belt (52R-CPCAD) – No longer an available option for 21MY. Please remove from any unscheduled orders in the USOB. The new Standard Safety Belt (52C) is now available. 2nd Row Console is not available at this time. 21MY scheduling for fleet balanced out

2022 MODEL YEAR

Aviator non-livery Livery (J0X, J0W)	B1 D1	TBD	A1-1/3	12/27	18-20 weeks 26-28 weeks	
Bronco	A2	TBD	A1-1/3	12/27	14-16 weeks	Job 1 – 12/15/2021
Bronco Sport	C2	TBD	A1-1/3	11/1, 12/27	22-24 weeks	Job 1 – 11/12/2021
Corsair	B1	TBD	A1-1/3	11/1, 11/8, 12/27	18-20 weeks	Job 1 – 11/24/2021
Econoline	M3	M3	M4-12/20	11/1, 12/27, 1/3, 1/10	10-12 weeks	22MY scheduling balanced out for fleet (43E)-J3KAM - RR VW CAMERA W/MIRROR – Cancelled for 22MY – deferred to 23MY No Retail or Stock scheduling for 22MY Econoline – orders have to be placed using a FIN code for remainder of the 22MY.
Ecosport	D4	TBD	B1 – 1/31		30+ weeks	Job 1 – 1/3/2022
Edge	A3	TBD	M1-11/29	11/1, 12/27	16-18 weeks	Job 1 – 11/08/21
Escape	B3	TBD	A1-1/3	11/1, 11/8, 12/27	20-22 weeks	Job 1 – 11/24/2021
Explorer	B2	TBD	A1-1/3	12/27	18-20 weeks	Moonroof (43M-A1GAN) scheduling is TBD Job 1 – 11/08/2021
Explorer Police EN AX (3.3L gas) EN BP (FHEV)	C1 D4	TBD	A1-1/3	12/27	22-24 weeks 28-30 weeks	Job 1 – 11/08/2021 Pls note: Restricted paint will be scheduled in batches

EN YX (3.0L gas)	B4				18-20 weeks	and may result in a scheduling delay of 6 or more weeks. Also, limited opportunity to schedule LPO paint may result in orders being pulled ahead 6 or more weeks. LPO (limited paint) : Sterling Gray Metallic(UJ)(PN3KD), Kodiak Brown(J1)(PNBAB), Blue Metallic(FT)(PN4FT), Smokestone (HG) (PN3FF), Med Brown Metallic(BU)(PNBBB), Arizona Beige (E3) (PN4C5), Dark Toreador(JL)(PNEVA), Dark Blue Solid(LK)(PNKSA), Royal Blue Solid (LM)(PNKSB), Light Blue Met (LN)(PNKSC), Vermilion Solid C/C (E4)(PNEGC), Silver Gray Met(TN)(PNMND), Med Titanium C/C(YG)(PNYAF)
Expedition	C3	TBD	A3 – 1/17	11/1, 12/27, 1/3, 1/10	24–26 weeks	Job 1 – 1/18/2022
F150 F150 police	D2 D2	TBD	A1-1/3	DTP: 12/27 KCAP: 12/27	26–28 weeks 26–28 weeks	Job 1 – 11/19/2021 – DTP Job 1 – 12/09/2021 – KCAP -Tonneau covers (96J, 96T, 96X) NA for Fleet orders -XLT, Platinum w/Black Appearance pkg. (193) - TBD LPO Job 1 – 1/10/2022 Pls note: Restricted paint (LPO) will be scheduled in batches and may result in a scheduling delay of 6 or more weeks. Also, limited opportunity to schedule LPO paint may result in orders being pulled ahead 6 or more weeks. - Green (PN4GW), Orange (PN4GX), Vermillion Red (PNEGC), Yellow (PN4GY), School Bus Yellow (PNAHF).
Maverick EN R9 (2.0L Gas) EN S3 (2.5L HEV)	M4 C2	TBD	A1-1/3	11/1, 12/27	12-14 weeks 22–24 weeks	2.5L HEV (993-EN S3) F.O.D.D. – 10/22/2021 2.0L Ecoboost (999-EN_R9) F.O.D.D. - TBD HEV additional 12-14 week delay
Medium Truck	M4	M4	M4-12/20	11/1, 12/27, 1/3, 1/10	12–14 weeks	(55T) LED Tail Lights – 8/02/2021— Cancelled for 22MY – deferred to 23MY Air Brake (67A/FDAAB) is TBD – Please consider changing to Hydraulic Brake (67H/FDAAC)
Motorhome	E3	TBD	B1-1/31	11/1, 11/22, 12/27	30+ weeks	Job 1 – 1/04/22
Mustang	B1	TBD	A1 – 1/3	11/1, 12/27, 2/21, 2/28, 3/7	18–20 weeks	Job 1 – 1/3/2022
Mustang Mach-E	A3	TBD	A1-1/3	11/1, 12/27, 1/3	16-18 weeks	Job 1 – 12/21/21
Nautilus	B3	TBD	M1-11/29	11/1, 12/27	20–22 weeks	Job 1 – 11/08/2021
Navigator	D2	TBD	A3 – 1/17	11/1, 12/27, 1/3, 1/10	24–26 weeks	Job 1 – 1/18/2022
Ranger	C4	TBD	A2-1/10	12/27	24–26 weeks	Job 1 – 12/13/2021
Super Duty	E4	TBD	M1-11/29	KTP: 11/1, 12/27, 1/3, 1/10 OHAP 11/1, 12/27, 1/3, 1/10	30+ weeks	22MY F.O.D.D. U.S. Commercial Fleet/VSO – 8/13/2021 22MY F.O.D.D. State & Local and Federal Gov't – 11/12/2021 Due to significantly high demand for the 22MY Super Duty please manage customers expectations in regards to order to delivery timing as we work through the scheduling/production process Lariat Sport pkg. (17L) (AACS3) – 9/07/2021 XLT w/17Y (Tremor) – N/A for 22MY XLT w/53Q or w/53R – TBD <u>Tool box options 62X/62Y BALANCED OUT!!</u> Please Remove Tool box 62X/62Y and replace with Crossed Tool box Matte (19J/A5DAJ)/ Bright (19K/A5DAK) OHAP only



BRANNEN



MOTOR COMPANY

1080 Second Street • P.O. Box 746 • Unadilla, Georgia 31091

Sales: (877) 533-7897 • Service: (877) 910-6394 • Website: www.brannenchevrolet.com

Stock No. A19445

Date 01/27/2020

Salesman BOBBY REED

RETAIL BUYERS ORDER

D.O.B. _____

Purchaser CITY OF LOCUST GROVE

Home Phone _____

E-mail Address _____

Work Phone _____

Address 3644 HIGHWAY 42

City LOCUST GROVE

County HENRY

State GA

Zip 30248

New ☒

Used ☐

Demonstrator ☐

Car ☐

Truck ☒

DESCRIPTION OF PURCHASE

Year 2020 Make FORD # Doors _____ Cyl 6

Model EXPLORER Trans _____ Color BLACK

Vin 1FM5K8AW9LGA19445

Mileage 17

Vehicle Price

36500.00

Dealer Installed Options

N/A

Environmental & Appearance Protection

N/A

DESCRIPTION OF TRADE-IN(S)

Year _____ Make _____ # Doors _____ Cyl _____

Model _____ Trans _____ Color _____

Vin _____

Mileage _____

Payoff to _____

Address _____

City _____ State _____ Zip _____

Year _____ Make _____ # Doors _____ Cyl _____

Model _____ Trans _____ Color _____

Vin _____

Mileage _____

Payoff to _____

Address _____

City _____ State _____ Zip _____

Insurance Co. _____

Policy No. _____

Leinholder _____

Address _____

City _____ State _____ Zip _____

Lein Code _____

Total Vehicle Price

36500.00

Trade-In Allowance or Discount

N/A

Rebate

N/A

CASH DIFFERENCE

36500.00

Customer Services

399.00

SUBTOTAL

36500.00

Title Ad Valorem Tax or Sales Tax

N/A

GA M.V. WARRANTY RIGHTS FEE

N/A

Title and/or Tag Fee

N/A

N/A

N/A

Total Selling Price

36500.00

Owing on Trade-In(s)

N/A

Extended Service Plan

N/A

Guaranteed Asset Protection

N/A

Credit Life/Accidental Health

N/A

Maintenance Agreement

N/A

Down Payment/Customer Deposit

N/A

TOTAL AMOUNT FINANCED

36500.00

It is agreed and understood that at no warranties of any kind or character either expressed or implied, are made by you concerning the car to be delivered to me, other than the usual manufacturer's warranties.

The undersigned purchaser acknowledges receipt of this order executed herewith. In addition, purchaser authorizes seller to secure all information from any source to determine credit worthiness of purchaser.

No salesman's verbal agreement is binding on the Company. All terms and conditions are set forth above.

ORDER NOT VALID UNLESS ACCEPTED AND SIGNED BY MANAGEMENT.

01/27/2020

Purchaser's Signature

Date

Accepted By _____

Manager's Signature



1080 2nd Street
PO Box 746
Unadilla, GA 31091
P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com

LIENHOLDER:
N/A

54

DATE 03/09/2021

SOLD TO: CITY OF DORAVILLE

INVOICE NO.

ADDRESS 3725 PARK AVE

DORAVILLE GA 30340

F1696

DEAL #: 1554

CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN
10125	F1696	2021 FORD	EXPLORER	NEW	1FM5K8AC8MNA08696		BOBBY REED

INSURANCE COVERAGE INCLUDES

FIRE AND THEFT
COLLISION AMT. DEDUCT.

PUBLIC LIABILITY • AMT.
PROPERTY DAMAGE • AMT.

PRICE OF CAR
FREIGHT AND HANDLING
OPTIONAL EQUIP. ACCESS.

37300.00

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP DESCRIPTION PRICE

PC- 3250⁰⁰

N/A

TAVT
LICENSE AND TITLE

0.00
0.00
0.00
0.00
0.00
0.00

TOTAL CASH PRICE

37300.00

FINANCING
INSURANCE

N/A
0.00

TOTAL TIME PRICE

SETTLEMENT:

37300.00

DEPOSIT
CASH ON DELIVERY
USED CAR: •
TYPE
SERIAL NO,

N/A

ENGINE NO.
PAYMENTS.

TOTAL

37300.00

PURCHASER'S SIGNATURE _____

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

ESTIMATED DELIVERY DATE: 03/09/2021

DISCLAIMER OF WARRANTIES
THE SELLER, BRANNEN MOTOR COMPANY, HEREBY EXPRESSLY DSCLAIMS ALL WARRANTIES. EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND BRANNEN MOTOR COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ANY LIABILITY CONNECTION WITH SALE OF THE VEHICLE.

ESTIMATED DELIVERY DATE: 06/16/2021



1080 2nd Street
PO Box 746
Unadilla, GA 31091
P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com

LIENHOLDER:
N/A

54
pd

DATE 03/15/2021		SOLD TO: CITY OF CLARKSTON					INVOICE NO.									
DEAL #: 1581		ADDRESS 3921 CHURCH ST CLARKSTON GA 30021					F1631									
CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN									
CITY39	F1631	2021 FORD	EXPLORER	NEW	1FM5K8AB7MGA65208		BOBBY REED									
<u>INSURANCE COVERAGE INCLUDES</u> FIRE AND THEFT COLLISION AMT. DEDUCT.					PRICE OF CAR FREIGHT AND HANDLING OPTIONAL EQUIP. ACCESS.		33800.00 0.00 0.00 0.00									
<u>OPTIONAL EQUIPMENT AND ACCESSORIES</u> <table border="1"> <thead> <tr> <th>GROUP</th> <th>DESCRIPTION</th> <th>PRICE</th> </tr> </thead> <tbody> <tr> <td></td> <td>7 YEAR/100,000 MILES</td> <td>\$2,250.00</td> </tr> <tr> <td></td> <td>PREMIUMCARE WARRANTY W/ \$100.00 DEDUCTIBLE</td> <td></td> </tr> </tbody> </table> PC - 3250.00					GROUP	DESCRIPTION	PRICE		7 YEAR/100,000 MILES	\$2,250.00		PREMIUMCARE WARRANTY W/ \$100.00 DEDUCTIBLE		FORD ESP N/A TAVT LICENSE AND TITLE TOTAL CASH PRICE		2250.00 0.00 0.00 0.00 36050.00
GROUP	DESCRIPTION	PRICE														
	7 YEAR/100,000 MILES	\$2,250.00														
	PREMIUMCARE WARRANTY W/ \$100.00 DEDUCTIBLE															
DISCLAIMER OF WARRANTIES THE SELLER, BRANNEN MOTOR COMPANY, HEREBY EXPRESSLY DSCLAIMS ALL WARRANTIES. EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILIW OR FINESS FOR A PARTICULAR PURPOSE. AND BRANNEN MOTOR COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ANY LIABILITY CONNECTION WITH SALE OF THE VEHICLE.					FINANCING INSURANCE TOTAL TIME PRICE		N/A 0.00 36050.00									
					<u>SETTLEMENT:</u> DEPOSIT CASH ON DELIVERY USED CAR: • TYPE SERIAL NO, ENGINE NO. PAYMENTS.		N/A									
					TOTAL		36050.00									
PURCHASER'S SIGNATURE _____							36050.00									
ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS																

ESTIMATED DELIVERY DATE: 03/15/2021



1080 2nd Street
PO Box 746
Unadilla, GA 31091
P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com

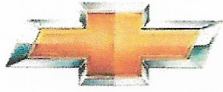
LIENHOLDER:
N/A

SH

DATE 10/11/2021		SOLD TO: COBB COUNTY BOARD OF COMMISSIONERS ADDRESS 1940 COUNTY SERVICES PARKWAY MARIETTA GA 30008					INVOICE NO. F1949						
DEAL #: 2510													
CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN						
COBB40	F1949	2021 FORD	EXPLORER	NEW	1FM5K8ACXMGC22058	0070X	BOBBY REED						
<u>INSURANCE COVERAGE INCLUDES</u> FIRE AND THEFT COLLISION AMT. DEDUCT.					PRICE OF CAR FREIGHT AND HANDLING OPTIONAL EQUIP. ACCESS.		37300.00 0.00 0.00 0.00 0.00						
<u>OPTIONAL EQUIPMENT AND ACCESSORIES</u> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">GROUP</th> <th style="width:50%;">DESCRIPTION</th> <th style="width:30%;">PRICE</th> </tr> </thead> <tbody> <tr> <td></td> <td>PC-3250⁰⁰</td> <td></td> </tr> </tbody> </table>					GROUP	DESCRIPTION	PRICE		PC-3250 ⁰⁰		DELIVERY FEE TAVT LICENSE AND TITLE TOTAL CASH PRICE		150.00 0.00 0.00 37450.00
GROUP	DESCRIPTION	PRICE											
	PC-3250 ⁰⁰												
DISCLAIMER OF WARRANTIES THE SELLER, BRANNEN MOTOR COMPANY, HEREBY EXPRESSLY DSCLAIMS ALL WARRANTIES. EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND BRANNEN MOTOR COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ANY LIABILITY CONNECTION WITH SALE OF THE VEHICLE.					FINANCING INSURANCE		N/A 0.00						
					TOTAL TIME PRICE <u>SETTLEMENT:</u>		37450.00						
					DEPOSIT CASH ON DELIVERY USED CAR: • TYPE SERIAL NO, ENGINE NO. PAYMENTS.		N/A						
					TOTAL		37450.00						
PURCHASER'S SIGNATURE _____													
ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS													

ESTIMATED DELIVERY DATE: 10/11/2021

FLEET - COMMERCIAL - GOVERNMENT SALES



THE ORIGINAL
BRANNEN MOTOR COMPANY



"YOUR EMERGENCY VEHICLE HEADQUARTERS FOR OVER 25 YEARS"

1080 Second Street
I-75 @ Exit# 122
PO Box 746
Unadilla GA. 31091

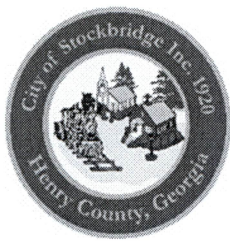
City of Stockbridge Fleet Proposal

Toll Free 1-800-999-9606
Local (478) 627-3221
Fax (478) 627-9550
Email: jamey@brannenmotors.com

(5) 2022 Chevrolet Tahoes @ \$38,000.00 ea.	\$190,000.00
(4) 2021 Ford F-150 Police Responders @ \$36,200.00	\$144,800.00
(39) 2022 Ford Ecoboost Interceptors @ \$39,895.00 ea.	\$1,555,905.00
(12) 2022 Ford Hybrid Interceptors @ \$39,115.00 ea.	\$469,380.00
(All vehicles are to Chief's specifications)	
Total=	\$2,360,085.00
Over half of the Interceptors will be here before 11/30/21.	
All of the F-150 Responders will be here next week.	
The Tahoes will begin production in January.	
Brannen Motor Company will facilitate delivery of all vehicles to	
ProLogic for upfit and then on to the City of Stockbridge.	

Bobby Reed *Fleet Manager*

Jamey Reed *Asst. Fleet Manager*



City of Stockbridge

AGENDA ITEM

MEETING DATE

November 8, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☒ SERVICE AGREEMENT 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 FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Renee Wheeler

DEPARTMENT: Human Resources

ITEM/PROJECT/EVENT: Health and Wellness Agreement

Recommendation to approve second extended service Term per Section 4 of Client Services Agreement for January 1, 2022 thru December 21, 2022.

BACKGROUND INFORMATION:

Corporate Health Partners provides a full service wellness program which includes monthly coaching sessions, ongoing one-on-one follow ups, meal plans, newsletters, incentive management, risk assessment reports, biometric screenings, wellness challenges, and review & planning sessions with the health and wellness team.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$37,720.00

ATTACHMENTS: ☒



Exhibit A to the Client Services Agreement

Second Extended Service Term per Section 4 of Client Services Agreement

Client Signature: _____

Date: _____

CHP Signature: _____

Date: _____

Client Name: City of Stockbridge

Service Term: From: January 1, 2022 To: December 31, 2022

Participant/Locations Count:

Location: 81 Eligible Employees: Stockbridge, GA

Total Eligible Employees: 81

Pricing & Payment Terms:

Primary Services:

Item	Billing Criteria	Eligible Employee Count	Price per Eligible Employee per Month (PEPM)	Price per Eligible* Employee per Year (PEPY)	Annual Fee Due at Agreement Signing (no later than 12-15-21)
Prima Program	PEPY Eligible Employees	81	\$35.00	\$420.00	\$34,020.00
Healthy Break - Snack & Incentive Budget	NA	NA	NA	NA	\$1,200.00
Management Fee	NA	NA	NA	NA	\$2,500.00
					\$37,720.00

* 3% scheduled price increase per Client Services Agreement waived in lieu of annual payment

Optional Services:

Item	Fees	Initialed By Client if option is selected
Screening & Results Coaching for Spouses	One-Time Fee of \$109.00 per participating spouse	
Live Better Feel Better Weight Loss Program (12 sessions)	\$1,250.00 (Maximum class size of 15)*	
Tobacco Cessation Program (8 sessions)	\$1,000.00 (Maximum class size of 15)*	

* These prices will be applied for all groups not included in list of services below. If Client and CHP mutually agree to allow additional participants per group, there will be a materials charge of \$40.00 for each additional participant

To the extent the client chooses to engage new employees during the year, they will be charged the following pro-rated percentage of the PEPY:

1st Quarter of the Program	100%
2nd Quarter of the Program	75%
3rd Quarter of the Program	50%
4th Quarter of the Program	Not eligible

Services Included:

- ✓ **Participant Web Portal** – Robust, high-tech portal available via computer or mobile devices. Specific features include:

<i>Personalized with client logo</i>	<i>Individual goal setting and tracking</i>
<i>Online education</i>	<i>Steps synced with participant tracker device</i>
<i>Social/Peer support</i>	<i>Online Health Risk Assessment</i>
<i>Online challenges</i>	<i>Appointment reminders</i>
<i>Individual Risk Assessment Report</i>	<i>Program compliance tracking (points)</i>
<i>Online scheduling of health screening</i>	

- ✓ **Review & Planning Session** – CHP Team meets with Client to familiarize themselves with company culture, determine best locations, dates, and times for screenings and results coaching, discuss communication of the program to employees (kick-off meetings), schedule additional meetings with department heads if necessary, discuss time-line and other aspects of the program (healthy breaks, wellness committee, etc.)
- ✓ **Online Wellness Assessment/Health Risk Assessment** - A census of client employees is imported into our web portal and assigned a unique Member ID to complete and access their Wellness Assessment/HRA
- ✓ **Biometric Screening** – CHP Screening Team collects body measurements (height, weight, waist circumference, and blood pressure) and blood draw (Total Cholesterol, HDL, LDL, Triglycerides, and fasting glucose or A1C). CHP staff will confirm that all paperwork and the Wellness Assessment/HRA have been completed and schedule their follow up appointment with the CHP Health Coach to review their results. There is generally no more than one onsite health screening event per 50 employees.
- ✓ **Individual Risk Assessment Report** – A comprehensive report of the participant's overall health will be available for review on the web portal within five business days of the screening.
- ✓ **Monthly Progress Report** – provided by the CHP Program Manager, this report provides the client with updates on key initiatives, past accomplishments, calendar of events, coaching metrics, participant success stories, etc.
- ✓ **Aggregate Management Report** – After completion of the screening process, a comprehensive Health Management Aggregate Report and an Executive Summary will be presented to the client. This report will contain valuable information including the number of employees who are in a chronic disease state or at risk for future chronic disease.
- ✓ **Incentive Management** – The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
- ✓ **Cohort Report** – Beginning with the second program year (following the second screening) and every year thereafter, CHP will prepare and present a comprehensive Cohort Report that will provide a comparison of risk levels and risk factors for those employees that participated in each of the screenings for each of the program years.
- ✓ **30-minute one-on-one Results Coaching Session with CHP Health Coach** – Participants will be scheduled post-screening for a session with a CHP Health Coach to review in detail and answer any questions they may have regarding their health risk report. Participants will also work out health goals with action plans and discuss how to overcome obstacles.
- ✓ **Ongoing 15-minute one-on-one Follow-Up Coaching Sessions with CHP Health Coach** – In Follow Up Coaching Sessions, the CHP Health Coach reviews progress, addresses barriers, and revises the individual's plan and goals. The frequency of coaching sessions is based on the risk level of each participant. While we can modify frequency to the needs of the Client, we recommend the following:

High Risk:	Monthly
Moderate Risk:	Bi-Monthly
Low Risk:	Annually
- ✓ **Culture Building** – The CHP Program Manager will provide consultation, activities, and a road map for building a supportive culture in the workplace for the wellness program. This will include aspects such as creating a wellness team, conducting challenges (gamification) and education sessions (Healthy Breaks and/or Lunch & Learns), establishing a communication plan, consultation on incentive plans and recognition, and other culture-building activities.
- ✓ **Incentives Pass-Through** – Included in the price above is \$1,200.00 in incentive money to be used at Client's discretion on awards, healthy break snacks, etc. For convenience sake, CHP will procure the various awards and snacks, but all tax related reporting and liabilities are the responsibility of the Client.
- ✓ **Weekly Meal Plan** – A simple, nutritious weekly dinner meal plan suitable for the whole family and developed by a registered dietitian to make healthy eating easy. Includes links to 5 healthy recipes with suggested side items and a grocery list.
- ✓ **Health Newsletter** – Monthly Electronic Newsletter with hand-picked articles and features designed to help individuals live a healthy and active life.



Stockbridge
Where Community Connects

&


**Corporate
Health Partners**
Cultivating a Healthier Workforce

Building a Healthier Future

Renewal & Planning Meeting – October 26, 2021

DELIVERY TEAM



Holly Stack

PROGRAM MANAGER &
HEALTH COACH

Dan Feruck

PRESIDENT

Tiffany Tian

ACCOUNT MANAGER
DIRECTOR, CLIENT SUCCESS

Melissa Watson

CLIENT SPECIALIST

Jackie Warren

DATA ANALYST

Kim Elliott

FINANCIAL REP

Today's Agenda



Program **REVIEW**



Employee **ENGAGEMENT**



PLANS for the 2022
Program Year

2021 Program Year Highlights

Program participation is 94.7%

**Average Healthy Break
attendance is 48
participants – over
HALF of all employees
are engaged!**

**Stockbridge
participated in
its FIRST CHP
City
Challenge!**

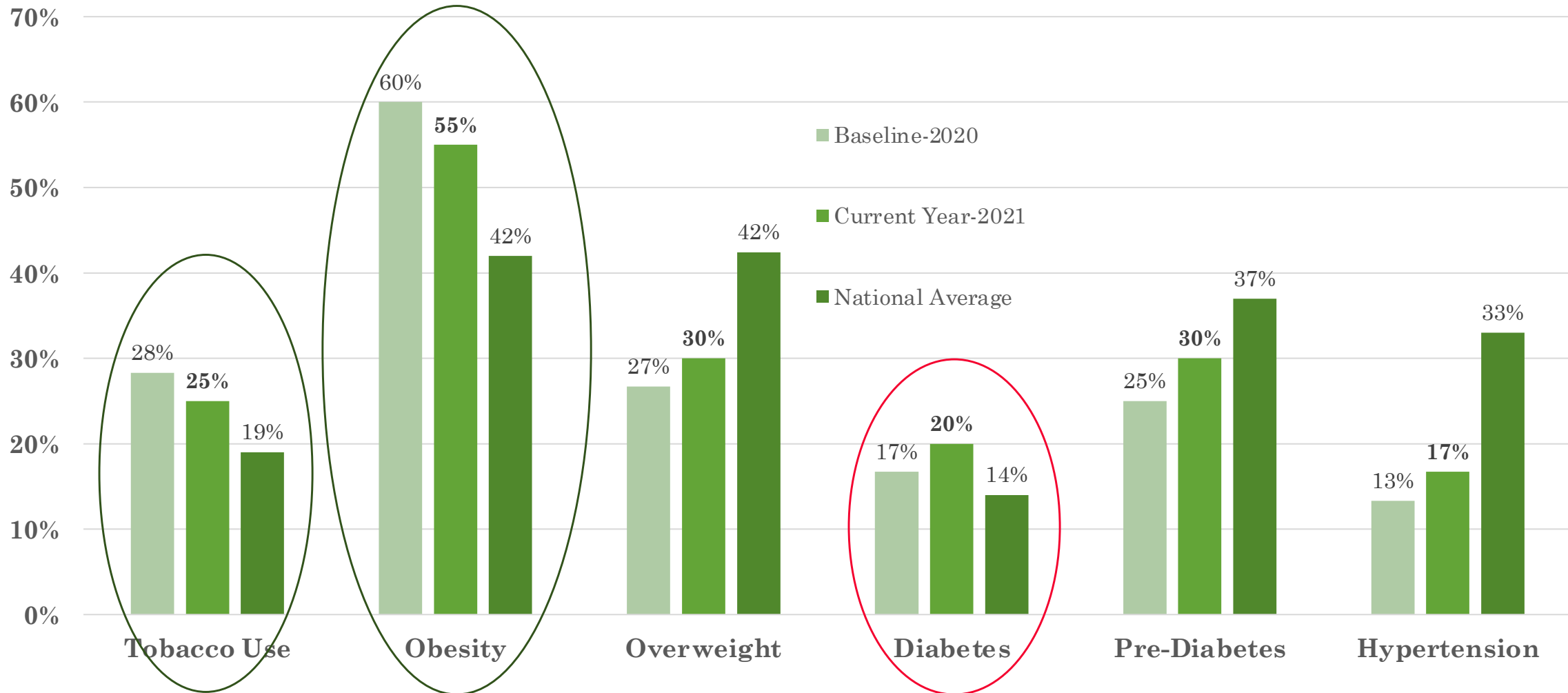
**Room for improvement in weight
management and diabetes management**

High Risk Decreased
from 58.3% to 55%

Low Risk remained
at 16.7%

Cohort

2020 - 2021
60 Members



Cohort 2020 – 2021

60 Members



17 participants lost **10+ pounds**



Prehypertension remained at 30 participants



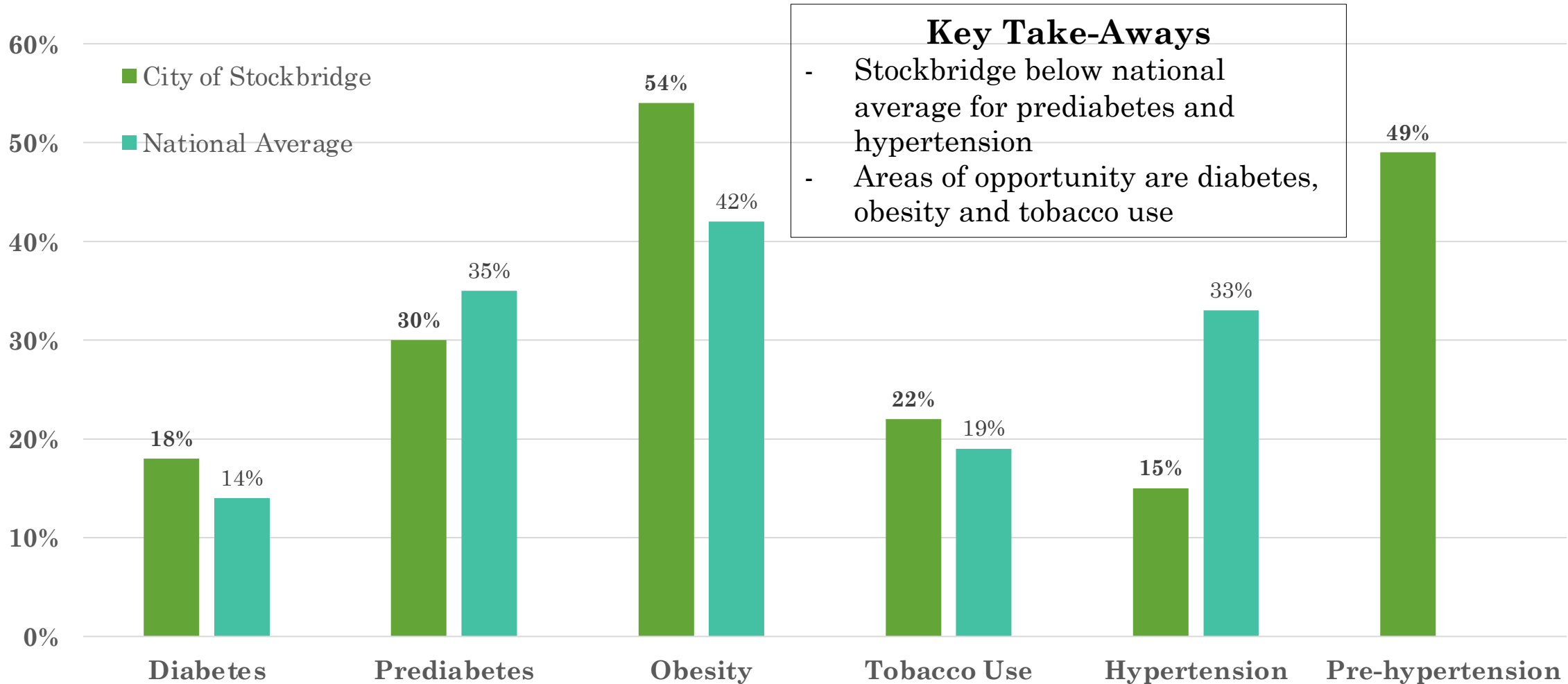
4 participants reduced their triglycerides to a healthy range



Tobacco users decreased from **17 to 15**

Aggregate Highlights 2021

67 Members





Blood Sugar

- Reduce elevated blood sugar from 47.8% to 44%

Obesity

- Reduce obesity from 53.7% to 51%

Cholesterol

- Reduce elevated LDL cholesterol from 35.8% to 33%

A top-down view of a wooden table where several people's hands are stacked together in the center. The hands are wearing various sleeves: a tan jacket, a grey sweater, a dark grey sweater, and a light grey sweater. Scattered around the hands are business-related items: a white spiral notebook, a tablet showing a bar chart, a laptop with a map on its screen, and several papers with charts and graphs. The text 'CULTURE & ENGAGEMENT' is overlaid in the center in a bold, dark green font.

CULTURE & ENGAGEMENT

Financial Preparedness



2021 Healthy Breaks

- Financial Preparedness
- Sleep Health
- Retirement & Estate Planning
- Boosting Immunity



FINANCIAL WELLNESS SERIES

with PNC Bank

Retirement - Planning for Your Future

SEPTEMBER 27TH | 12PM - 1PM

[Click here to join](#)

Estate Planning

SEPTEMBER 29TH | 12PM - 1PM

[Click here to join](#)

Earn 1 healthy credit for each healthy break you attend
Holly Stack - Holly.Stack@chp-inc.com

stockbridge

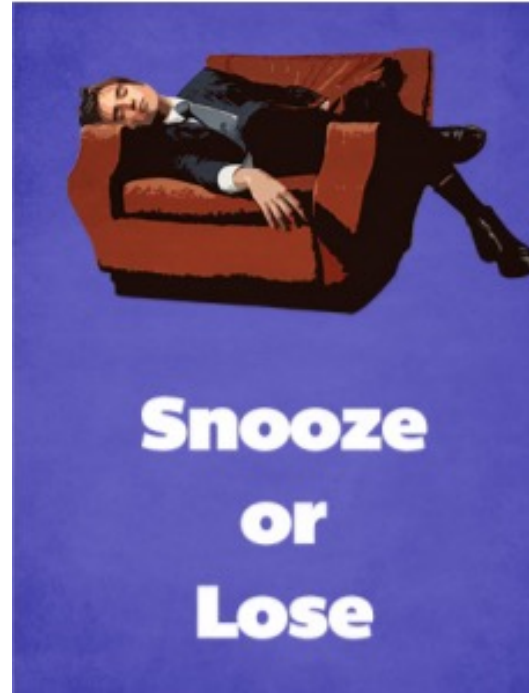


Common Symptoms of Sleep Disorders



2021 Challenges

- City Challenge
- Snooze Or Lose
- Virtual 5k
- Maintain Don't Gain





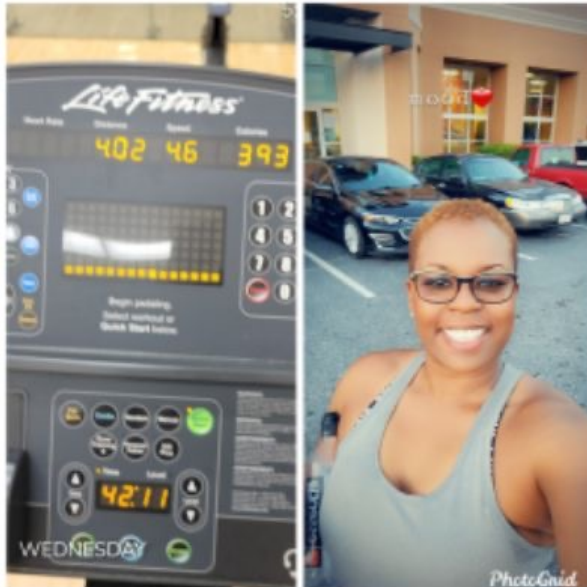
CHP CITY Challenge

Total Participants: 47

Total Steps taken: 85,928,724

Top 5:

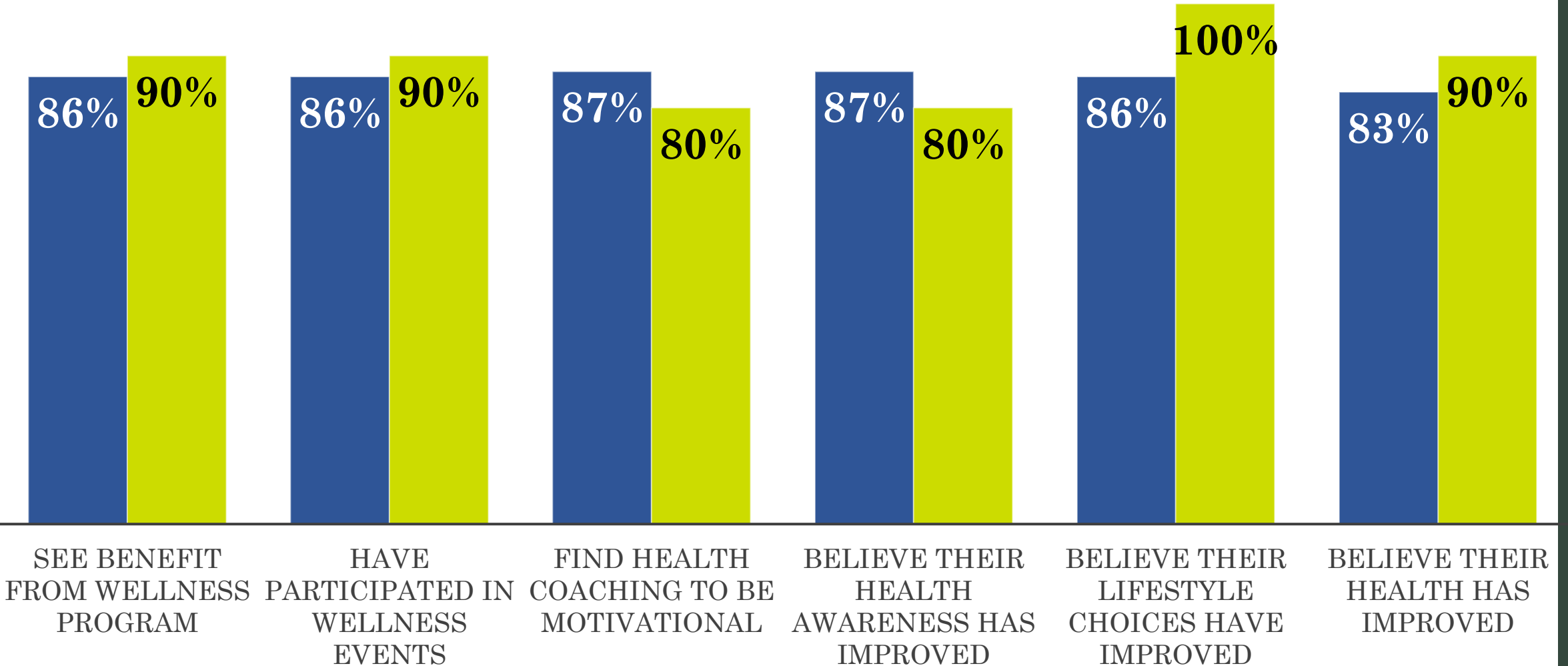
- Steve Hammond
- Adam Daniel
- Tim Young
- Braden Moss
- Kim Moya



Employee Experience

Survey Results

September 2021 – 15% (10) Responded
December 2020 – 40% (29) Responded





What It Means...

"The health coach is full of good suggestions and offers solutions to life's challenges."

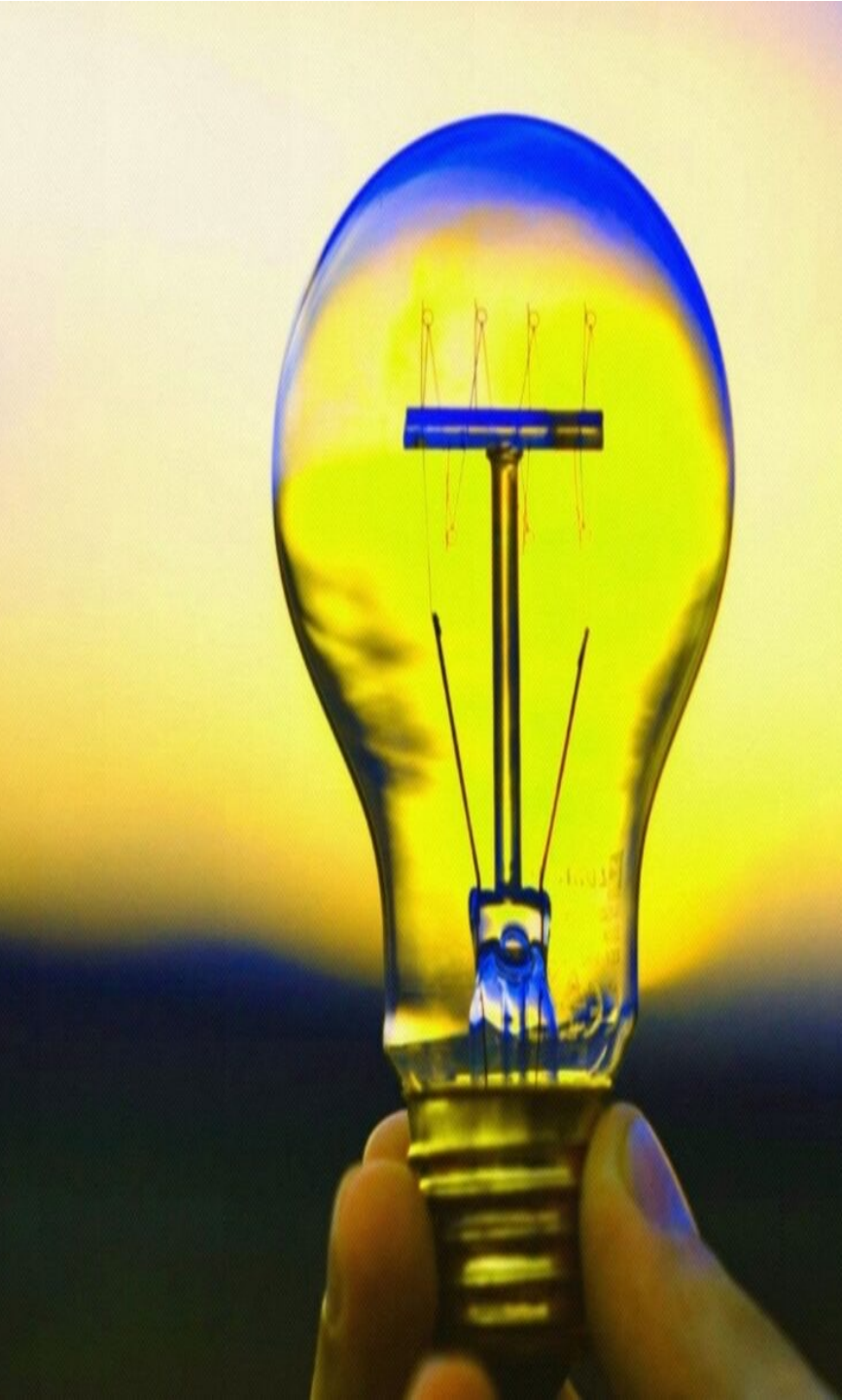
"I just wanted to simply say thank you for everything. I know that it's your job, but you do it with class".

"Thank you for the check ins – this is more than just a job for you, we feel the love and appreciate it."

"The program allows participants to stay encouraged about being mindful of their health where they may have been inclined to fall short."

The background is a blurred image of architectural blueprints. A hand is visible on the right side, holding a pen and drawing on the plans. Various tools are scattered around, including a yellow and black level, a calculator, and a yellow hard hat in the top left corner. The text "Plans for the 2022 Program Year" is centered over the image in a large, black, serif font.

Plans for the 2022 Program Year



Continual Improvement

- ☐ Offer Healthy Break with guest speakers
- ☐ Further promote MyWellSite and MyWellApp features to increase overall engagement
- ☐ Offer *Live Better, Feel Better* Weight Management Class
- ☐ Set up monthly or bi-monthly touchpoints

Shaking up the Healthy Breaks



- What we have done:
 - Financial Wellness Series presented by PNC Bank
 - Sleep Health
 - Healthy Dining Out
 - Take Care of your Mental Health
 - Blood Pressure Healthy Break
- New ideas:
 - Bring in more Guest speakers
 - CHP diabetes specialist, Lizzie Waldo, to present on diabetes management and prevention
 - CHP health coach, Judy, to present on “Building a better Brain”

Continual Platform Enhancement

Ask an Expert

...launching January 2022!

Participants can gain insight by getting their questions answered by a CHP expert

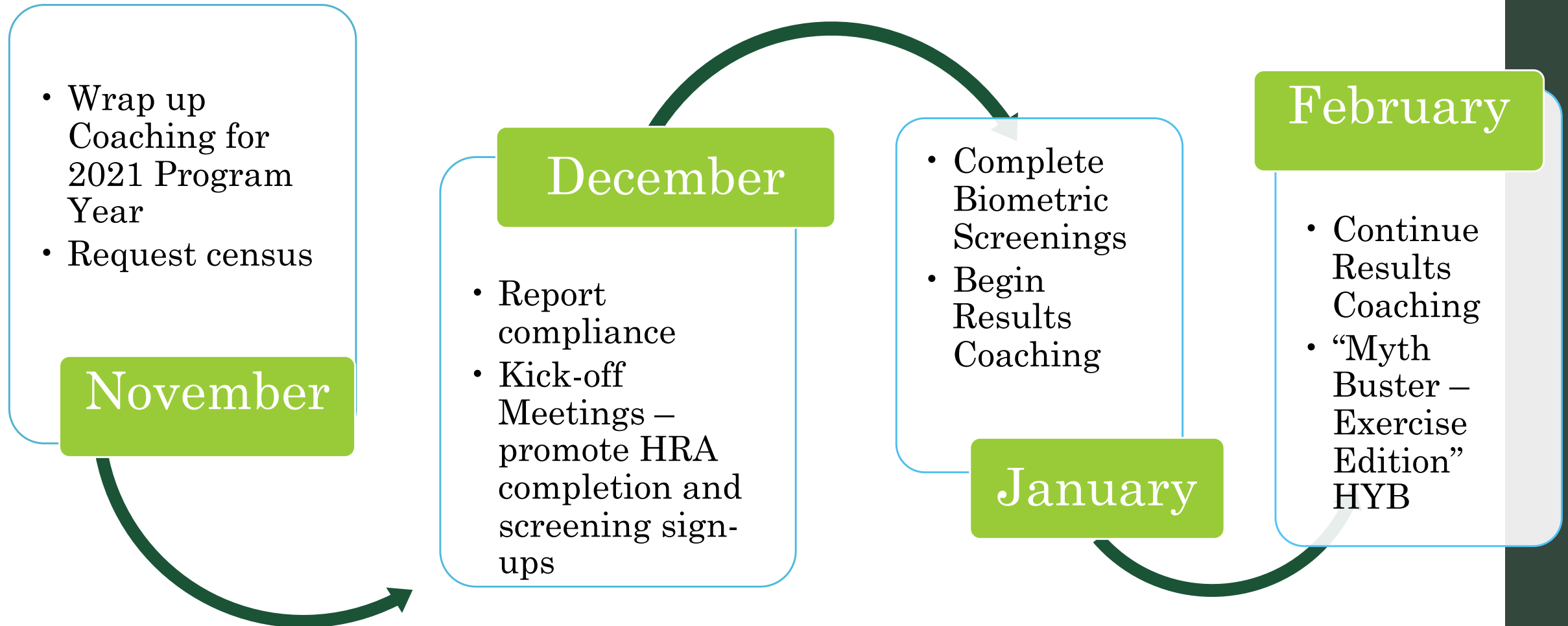


- 1 Participants can connect with an expert online by submitting questions at any time and getting a response within 24 hours by the expert that they wish to connect with.
- 2 Our CHP experts can provide the answers that participants are looking for in specific topic areas and provide additional resources and educational tools to help participants.

Regular Touchpoints for Effective Communication



Wellness Program 2022 Timeline





Stockbridge
Where Community Connects

&



Building a Healthier Future

Renewal & Planning Meeting – October 26, 2021



City of Stockbridge

AGENDA ITEM

MEETING DATE

November 8, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☒ PRESENTATION
- ☐ BID SELECTION/AWARD
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- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
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- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Alan Peterson, Economic Development Director

DEPARTMENT: Economic Development

ITEM/PROJECT/EVENT:

Sister City Relationship with the Afigya Kwabre South District of Ghana.

BACKGROUND INFORMATION:

A Sister City relationship is a formal, long-term agreement that involves the commitment of resources to achieve specific goals. Sister City Agreements promote cultural, educational, and economic exchanges to generate development between the two communities. The primary aim in establishing a Sister City relationship with the Afigya Kwabre South District of Ghana is to foster mutually beneficial connections that will bring new businesses, tourism, and expand the cultural footprint on both sides of the world.

APPROVALS:

CITY MANAGER : ☒

CITY TREASURER : ☒

CITY ATTORNEY : ☒

PROCUREMENT: ☐

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT N/A

ATTACHMENTS: ☒

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

SISTER CITY PROGRAMS

2022



Who are we and what do we offer?

All EL + Co (ELC) programming in partnership with The City of Stockbridge (CS) will include as a deliverable:

- Briefs detailing the program design and implementation process
- Attendance sheets sharing how many residents were present and impacted
- Data detailing the present and future impact of the program
- Narratives and quotes from participants
- Follow Up commentary and suggestions for ongoing programming and development
- Invoices detailing the services rendered and dates
- Ongoing check-ins throughout the process ensuring we are adding value, and adjusting as needed

EL + CO is a collective, lead by L. Nzingha Samuel-Owusu, comprised of:



EL + CO
Culture. Community. Connection

- Certified Clinicians (certified in the State of GA)
- Professors across the US and the UK, actively engaged in the teaching, research and impact of community programming
- Ghanaian cultural leaders and business partners
- Local business leaders and partners engaged in securing funding for business owners (i.e. the 100k Incubator group)
- Nonprofit and for-profit specialists
- Program Managers & LXD's
- Community Development and Engagement liaisons

L. Nzingha Samuel - Owusu, MS, ABD

Degrees:

BA	:	Journalism, PR (Minor in AAS)
BBA	:	Marketing
MS	:	Educational Psychology
ABD	:	Educational Administration, Curriculum Development

Titles : LXD, Program Manager, Ed Director,
Social Entrepreneur

Sectors : Private, Government, Nonprofit

Communities : All

Expertise : Community Development, Public
Speaking, Educational Specialist,
Training, Program Design &
Implementation, Evaluation,
Curriculum Design



Comparable Projects

Bahia, Brazil via a Fulbright w/ Morehouse College In partnership with the Steve Biko Cultural Institute:

- Study the intersection of Culture & Education
- Work to change the following:
 - Crime rates within the community
 - Educational outcomes (via their standardized test)
 - Additional business to combat poverty
 - Parent training and support

Beijing, China via University College London Book Bridge Program:

- Create a cultural bridge between China and the UK
- Support literacy rates in China through this program
- Create a virtual learning environment for young adults in London and in China

Kumasi, Ghana Afigya Kwabre District Kodie - Ashanti:

- Support 18 Families building in Kumasi, Ghana
- Work with local organizations and politicians to support the following:
 - Access to education for all students
 - Improved facilities
 - Business opportunities for business owners to scale and find additional partners and funding

Success(es)!



Nzingha conducted a Needs Analysis for us which uncovered several issues we overlooked. We appear to have a systems issue and with her support we were able to implement new systems and complete projects in half the time. Families in our community have all benefited from her involvement, from facilities improvements to our new initiative supporting women returning to work sooner. She creates avenues we didn't know existed.

- The Honorable Christian Du-Poku,
District Chief Executive (DCE) / Mayor Afigya Kwabre South, **Kumasi, Ghana**

What a passionate person, truly committed to the people. She has the ability to see the bigger picture without excluding the everyday citizen. We were able to save lives through community programs. Great work! [Translated from Portuguese to English]

- Silvio Humberto, Steve Biko Cultural Institute **Bahia, Brazil**

We have worked with Ms. Samuel and her team for a decade now and they never disappoint. They conduct trainings throughout the county in support of our students and faculty throughout the school year and we have received reviews from parents and community members regarding the change in the classroom and at home. A true jewel in the community,

- Ms. Timmeko Parks, Fulton County Schools, **Atlanta, GA**

SISTER CITIES DEFINED

Sister City: A city or district that will enter into a formal relationship with Stockbridge, Georgia, through a Sister City Agreement (MOU or the like).

Sister City Agreement: A formal, long-term agreement that involves the commitment of resources to achieve specific goals. Sister City Agreements promote cultural, educational, and economic exchanges to generate development between the two communities.

Summary: This proposal outlines details and provides the guidelines necessary to establish a Sister City relationship and agreement between Stockbridge, Georgia, and the Afigya Kwabre South District within Kumasi, Ghana.

Objective: The primary aim in establishing a Sister City relationship with the Afigya Kwabre South District of Ghana is to foster mutually beneficial connections that will bring new businesses, tourism, and expand the cultural footprint on both sides of the world.

OUR PARTNER: AFIGYA KWABRE KUMASI, GHANA

Name of Municipality:	Afigya Kwabre South District
Name of Country:	Ghana
Population (2018 Census):	116,053

About the Municipality:

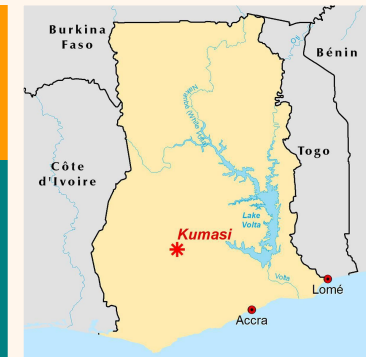
- One of 260 Metropolitan, Municipal, and District Assemblies in Ghana
- One of 43 Metropolitan, Municipal, and District Assemblies in the Ashanti Region

Areas of Mutual Interest:

- Tourism
- Business attraction
- Business expansion

Location:

- Located in the central part of the Ashanti Region of Ghana
- Highways run from the south to the north
- Within the second-largest city in Ghana → Kumasi
- Bounded by Kumasi Metropolitan Assembly to the south, Sekyere South District to the north, Offinso Municipal to the west, and Kwabre East Municipal to the east



BENEFITS

This relationship will...

- Create community support systems, programs, and initiatives that will positively impact the socioeconomic development of both cities.
- Transform Stockbridge, Georgia into an international city by supporting local cultural centers, virtual forums, food and music festivals, and bolstering the connection between the diverse population of Stockbridge citizens overall.
- Attract new businesses and support existing businesses.
- Facilitate a pipeline between Stockbridge, GA and Kumasi, Ghana.



Our Annual Flagship SMB (Small-Medium Business) Program

Towards Developing & Supporting Businesses in Stockbridge

The City of Stockbridge (CS) will select 10 minority SMB business owners for this annual program

The Goals of this Program Include:

- Assisting Entrepreneurs and small-medium size Business Owners with scaling and sustaining their businesses so they can thrive
- Exposing these business owners to the culture and richness of Ghana in order to inspire & assist them with possible business expansion ideas as well as ways to support their local and international communities
- Deepening the relationship with our sister city in Ghana

EL + CO (ELC) will facilitate virtual trainings and meet-ups with the cohort to facilitate the following:

- Launching their business
- Scaling their business
- Sourcing products
- Maintaining their business
- This is a 3 month program
- B/w April and May, 2022 the cohort will travel to Ghana, and visit our sister city in Kumasi, Ghana on a 10 day trip
- The cohort will experience the following:
 - Exposure to Ghanaian culture
 - Meet ups and business meetings with local business owners and leaders
 - Discussions with various vendors to discuss sourcing (if applicable)
 - Fun! And Inspiration

Our Annual Flagship SMB Business Program

Costs

City of Stockbridge: \$500/ business owner participant (3-month program)

The program is designed for 10 business owners, but CS can adjust this number up and down as needed, not to exceed 15 within the year.

Each SMB owner will pay: \$2,750 for their 10-day Ghana tour

- Includes their lodging (double-occupancy rooms, 3-star accommodations or better), tour fees, site entry fees, ground transportation costs, and business meetings/trainings

- We can discuss group Travel Insurance options; this is a separate cost, but will be mandatory to protect all parties

The aforementioned amount does not include airfare, food, Ghana visa costs, nor malaria medicine costs

EL+Co: We will facilitate on-the-ground logistics and maneuvering. We will also assist and support the participants in securing their travel Visa and scheduling any shots or medicines needed.

Economic Benefits | Measurement/Data Collection

Economic Impact: Support existing businesses within Stockbridge; Facilitate a pipeline between Stockbridge, GA and Kumasi, Ghana; Expand cultural awareness and international presence for Stockbridge business owners

Measurement / Data Collection: Participant Feedback; Program Completion Rate; # of Program Participants with positive business growth (i.e. leads generated, leads converted, increase in product sales)

Sister City Saturdays: Creating the Bridge

What?

This is a “monthly festival”. We expect ~20,000 visitors over the 6 months. The goal is to have various talent and activities from across the Afro-diaspora, representing Ghana and beyond (Africa, the Caribbean, the US), creating a cultural and economic bridge in support of the sister city relationship and citizens of Stockbridge and surrounding areas

Where?

These events will be hosted in the Downtown area.

When?

The First Saturday of the month from June - August, 2022

Logistics:

EL + Co in partnership with the 100k Incubator will manage planning and logistics.

Economic Impact:

EL + Co in partnership with the 100k Incubator will manage planning and logistics.

- Increase foot traffic to Stockbridge
- Build vendor relationships to funnel into the city's restaurant scene (can also be in partnership with the existing City Incubator program)
- Increase visibility of the Amphitheatre, Stockbridge's locations and offerings

Measurement:

of Attendees at the event, # of Vendors at the event, Participant feedback

100k Incubator Partnership | <https://100kincubator.com/pages/app>

WHAT WE DO

Public Private Partnerships

Leadership & Business Development

Innovative Strategies Designed for Unique Times

SOLUTIONS

Research & Development for City of Boynton Beach

Development of Incubator (based on identified national, regional and local needs)

Online Access to 50+ Trainings and Tools

Coaching & Mentorship

Retreat Style Personal & Business Development

Workplace Strategy & Strategic Planning



LEADERSHIP AND BUSINESS DEVELOPMENT

Online Access to 100K Incubator Mobile App... for life!

With sustainability in mind, this incubator is focused on equipping business owners with real time strategy and support that impacts their dollars and empowers them to (re)build their businesses and increase their profit margins. We specialize in ensuring business owners are able to access funding from a variety of sources, pivot to e-commerce and other online platforms to stabilize and diversify their revenue streams, and work to thrive during this season.



Success is in the Palm of Our Business Owners' Hands



100K INCUBATOR HAS HELPED WOMEN and Minority Business Owners ACCESS MORE THAN \$8,000,000 IN CAPITAL.

Participants Gain:

Access to the app

Access to the curriculum

Access to a Live Session each month

FEATURES & CELEBRATIONS

100K Incubator has been featured and celebrated for its groundbreaking approach to getting women and minority owned businesses funding.

The app has been in operation for 3 years and in that time 2,500 women have been served in the app, 40 have received private mentorship and success is defined by increase in sales and receipt of capital funding. At present 95% are deemed successful.



CUSTOM INCUBATOR OPTIONS

All packages include custom programming for Palm Beach County

Level 1

- Lifetime access to 50+ videos in 100K Incubator mobile app,
- 4 Private Masterclasses for Palm Beach County Cohort and 8 Weeks of Live Q & A Coaching
- 4 Hour Virtual retreat,
- Data driven technical and funding readiness assessments

Level 2

- All items noted in previous package and:
- Content development and marketing of Palm Beach County COVID-19 Response
- P5 Support to Connect Participants to Partner Organizations for increased participation (e.g. TedCenter, SBDC, etc.)
- S/MWBE Certification Call and Resource Linkage

Level 3

- All items noted in previous package and:
- Industry specific strategy session for each of the top 4 industries represented in incubator
- Facilitate the development of 60 second video ad for each business owner to use on digital advertising platforms. Video will be edited to ensure it speaks to target audience and meets rules, regulations, and standards
- Additional 4 Hour Continuous Quality Improvement and leadership retreat.

WHAT OUR CLIENTS HAVE TO SAY



**Quanisha Green, MSS
Founder & CEO of Black Woman CEO**
I RECEIVED \$14,000 IN FUNDING AND MADE \$35,000 IN NEW SALES

"Before I joined 100K Incubator, I was struggling with a cash flow crunch that impacted my ability to market to new audiences and I didn't know how to raise funding for my business. Through the incubator, I have been able to secure \$14,000 through business loans and a business line of credit. My first approval came within a week of joining and implementing the coursework. Furthermore, I was able to generate over \$35,000 in new sales and contracts within my first 90 days as a member, as a result of Arielle Loren's coaching and support. I recommend the 100K incubator for anyone who wants to learn effective and high-impact business growth strategies in a supportive environment. Arielle, thank you for hearing my dreams and letting me know my mission and vision were indeed possible."



Makuya, Founder & CEO of ManiPa

I GOT APPROVED FOR \$10,000 AND SAW A 400% INCREASE IN SALES

"I saw a 400% increase in sales the first month that I joined. I got approved for \$10,000 in business credit. Plus, I learned the benefit of marketing through ads and testing products, versus purchasing in bulk and simply posting, to social media, without having any data about my customers. Besides the financial benefits of 100K Incubator, it is being a part of a collective of other women entrepreneurs, many of them black women, that has proven to be invaluable. I am encouraged and motivated by their success and uplifted by our support of each other."

II. Attract & Retain Business

Positioning Stockbridge as an International City

ELC would like to work with CS to promote this sister-city relationship in the media in a pointed effort to attract local and foreign business.

The Goals of this Program Include:

- Working with CS to identify space and opportunities for local and foreign business owners to call Stockbridge, GA-- home
- Attract entrepreneurial conferences, social media meet-ups, influencer tours, and more
- Create and support international business conferences hosted within the CS, with a specific focus on Ghana and other West African countries who may also be interested

EL + CO (ELC) will work with the CS to create press releases and other marketing materials to

- Promote the sister-city relationship and incentives for local and international businesses
- Send to influencers and entrepreneurs in order to attract their business and exposure to the CS

ELC will

- Coordinate a culminating event in 2022 (hosted live in Stockbridge; also available virtually) to support the business relationships fostered throughout the year, and provide a venue for local and international businesses to connect and share

Cost: \$150/hour or we can discuss the needs of the CS and generate a cost per phase for services needed.

Economic Benefits | Measurement/Data Collection

Economic Impact:

- Additional businesses consider Stockbridge for their physical location
- Support current businesses with expansion and scale

Measurement / Data Collection: # of Businesses who have joined the initiative during the program period, # of Event Participants at conferences and yearly events, Participant Feedback, Social media campaign engagement (i.e. impressions, reach, organic mentions)

III. Urban Health + Community Development (UHCD)

The City of Stockbridge - Towards an Active Life Zone (ALZ) way of Life!

Blue Zones, a term coined by Dan Buettner, are places around the world where people live "happier, healthier, and longer lives."

ELC will support the CS in becoming a Live - Work - Play community.

Cost: \$3,750

This includes live and virtual courses, trainings, and activities. Each member will be responsible for becoming a "change agent" within their community and bringing other residents to the "Active Live Zone" for programming.

This is a 2 months series for up to 20 participants.

Step 1:

The CS will identify its "Active Live Zone", an area where they would like most of the active community building to take place (usually around a City Hall)

Step 2:

ELC has a series of courses, activities, and trainings to work with pre-identified community leaders and members to ensure they are creating an environment that fosters health and longevity. The modules and support materials are based on the research conducted for the Blue Zones and can be found here: <https://www.bluezones.com>

This program will operate in conjunction with an identified community within our Sister-City area in Kumasi, Ghana. The residents will be able to share project ideas, pictures, videos, and inspiration.

III. Economic Benefits | Measurement/Data Collection

Economic Impact: Improve the health and well-being of Stockbridge citizens; Improve their Quality of Life; and Increase foot traffic to the downtown area

Measurement / Data Collection: Participant Feedback (surveys, questionnaires, focus groups, in-depth interviews), # of Event Attendees

IV. Parent Training & Support

Supporting and Maintaining Healthy Families:

ELC & BSEI (our nonprofit arm) created a Parenting Program in partnership with Morehouse School of Medicine and SNAPP (Statewide Network among Partners for Parents/Caregivers) as a part of a grant to support healthy parent - child relationships in order to improve the health outcomes of our families.

ELC would love to offer this program to the CS. This is a 10-session, 10-week virtual program, culminating in a Family Fun Day at the end of the program. We can run these programs continuously throughout the year.

Cost to CS: \$150/family for 10 weeks



The City of Stockbridge (CS) will select 30 or so families to participate in this program. Some classes will require parents only, some will require children only (8 and older), and some will allow for both simultaneously. Ideally, these families will be chosen because they a) need support to sustain healthy habits and relationships within the home and b) can commit to participating fully in the workshops.

ELC will provide workshops, training, and activities for the participants. ELC has a proven curriculum and track record supporting families in the APS and Clayton County school system in partnership with EJECS and BSEI. *The families will need to be able to access the internet in order to participate, using a device.

IV. Economic Benefits | Measurement/Data Collection

Economic Impact: Increase the health and well-being for the families of Stockbridge; Increases positive parenting practices

(data can also correlate and show impact in these other areas: an increase in healthier parent-child conversations leading to better decision making, decrease in delinquency/crime, and prevention of child abuse and neglect. **Data can only show a short-term correlation between the metrics).**

Measurement / Data Collection: Participant Feedback, Pre and Post Self-Assessment, Training Completion Rate, # of Program Participants

Process & Next Steps

We are Ready!

01. Establish the relationship between the two sister cities
 - Communicate mutual benefits and next steps
02. Sign an agreement between both cities agreeing to the relationship (a good faith document; MOU)
 - This document has been created by EL + Co
 - EL + Co will transport the document to the Mayor in Kumasi.
 - An original copy will be given to Stockbridge and an original copy will be kept in Kumasi, Ghana
03. Once the relationship is formally established, programming can begin.



Wins!

Donated over \$125,000 worth of supplies to Schools in Kumasi, Ghana

Supported over 150 travelers across 5 groups between 2020 and 2021 (from Atlanta to Ghana)

Supported "Mariah's" book tour

Built bathrooms for the local Girl's High School

Facilitated the sale of 18 plots of land in Kumasi, Ghana, to Atlanta residents

Consulted with the Mayor to revise and update the Strategic Plan for the District, towards a more international community with additional business opportunities

Worked with Clayton County Systems of Care to support mental health initiatives in the County

Worked with APS, Fulton County Schools, and Dekalb County Schools to support youth and parent health initiatives---at school and at home.



Georgia's Progress

Atlanta

Atlanta's Sister Cities relationships have gone so well, they decided to create a Commission to expand these relationships. They started with 5 and currently have 17 relationships. Atlanta "aims to increase the knowledge, goodwill, and understanding of the world through people-to-people diplomacy and exchanges. It provides a platform for Atlantans to explore different cultures, expand academic opportunities, drive trade and investment, assist those in need, and ultimately raise Atlanta's visibility in the global community."

Below are some outcomes of these relationships:

- Contributes to the local economy through business and trade
- Contributes to tourism
- Contributes to education

- Contributes to cultural programming.
- It provides a platform for Atlantans to explore different cultures
- Expand academic opportunities
- Drive trade and investment
- Assist those in need
- And Ultimately raise Atlanta's visibility in the global community.

"Through these programs, and many others, Atlanta's sister cities' activities contribute nearly \$100 million to the local economy through business and trade, tourism, education, and cultural programs."

[Please find Atlanta's Annual Report here.](#)

Georgia's Progress

Macon, Ga

Macon has sister city relationships with: Macon in France, Elmina in Ghana, Kurobe in Japan, Ulyanovsk in Russia and Kaohsiung City in Taiwan.

They send delegations to the countries every year.

Macon's District 2 commissioner Larry Schlesinger was one the first Americans to participate in the French city's summer "University of Nations" program that invites a multitude of different cultures into the city to celebrate diversity.

Macon's Sister Cities: Who are they?

Kennesaw in Cobb County

is also now exploring possible sister city relationships. Here is a complete list of Georgia cities and their sister city relationships: Georgia.org.

IV. Economic Benefits | Measurement/Data Collection

Why Ghana?

The IMF selected Ghana as one of Africa's fastest growing economies.

This partnership also has the added benefit of taking place within the Ashanti region of Kumasi where culture, growth, and resources provide a perfect situation for a foreign city.

The final step will also include joining Sister Cities International to gain additional insight about other cities and participate in events and forums to learn more about these relationships.

Sister Cities International





Where Community Connects

4640 North Henry Blvd. Stockbridge, GA 30281

APPLICATION FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

Citizens provide a great insight and knowledge to City government. An avenue that the City of Stockbridge uses to get this insight is through the various Boards and Commissions of the City of Stockbridge. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Stockbridge and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board, Committee or Commission expects from me?
- Am I committed to the goals and mission of this Board, Committee or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board, Committee or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board, Committee or Commission?
- Am I willing to participate in necessary Board, Committee or Commission training, education and development activities that will improve my effectiveness in my position?
- Am I willing to complete a Criminal Background Check upon selection?

APPLICANT INFORMATION

Applicant Name: Rodney L Hornes

Occupation: Cyber Security Analyst Employer: Centers For Disease and Control

Home Address: [REDACTED] City: McDonough Zip: 30253

Home Phone: () Home E-Mail: [REDACTED]

Work Phone: () Work E-Mail:

Cell Phone: [REDACTED] Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable)

Truth Outreach Center, Inc

BOARD, COMMITTEE OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Planning Commision
If applying for the Main Street Advisory Board, which position? _____
(see positions noted below)
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? 17 Years 4 Months
- c) Are you current with all your financial obligations to the City of Stockbridge? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application.
Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☐ Yes ☒ No If yes, please explain:

- h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict regarding your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

City of Stockbridge

BOARD, COMMITTEE OR COMMISSION APPLICATION

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

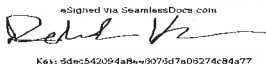
I would be a great addition to the Planning Commission. I am concerned about the development in the city of Stockbridge and am capable of having an unbiased opinion of what I think would be the best use of the land in the city. So, I would like to be apart of that decision making process to ensure it is developed in progressive fashion and not over saturated with one type of business.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☒ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

- k) **Please attach a Resume of Qualifications for the Board position for which you are applying.**

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board, Committee or Commission office of the City of Stockbridge that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six (6) months, after which time, I will need to file a new application. I always agree to comply with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge. I understand a Criminal Background Check will be completed if I am considered to go before the Mayor & Council prior to being appointed.

eSigned via SeamlessDocs.com

Key: ddec542094a8w3075d7a05274c84a77

Signature

Rodney L Hornes

Printed Name

10/27/2021

Date

Please return signed application to:

City Clerk
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Fax: 770.389.7912
Email: cityclerk@cityofstockbridge-ga.gov