



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, June 06, 2024 at 7:00 PM

AGENDA

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Alyssa Cordell

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

Keith Lovell

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. May 16, 2024, Council Meeting Minutes
2. May 22, 2024, Special Called Council Meeting Minutes

APPOINTMENTS

3. Board of Zoning Appeals

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

4. AZ24-02. 72, 78 & 80 Bates Rd. Applicant: Switch Ltd.

FIRST READING OF ORDINANCES

5. Sec. 4-112 Cameras for Malt Beverage Package Outlets Revision
6. Fiscal Year 2024-25 Budget
7. FY 2024-25 Water and Sewer Rate Ordinance

EASEMENTS

- [8.](#) 478 Mission Road Easement

RESOLUTIONS

- [9.](#) Georgia Municipal Court Clerks Week (June 10-14, 2024)

BID AWARD/PURCHASES

- [10.](#) First Quarter 2024 Motorola Radio Invoice
- [11.](#) Sensus Electric Meter Purchase
- [12.](#) 12-Inch Pipe Purchase
- [13.](#) 12-Inch Spherical Fitting
- [14.](#) Meters For SK America Project
- [15.](#) Police Department Vehicle Packages
- [16.](#) Pothole Patcher Truck
- [17.](#) GDOT Project CSSTP-0007-00(494) on Douthit Ferry Road
- [18.](#) Demolition of Buildings at 640 N. Tennessee Street
- [19.](#) Emergency Repairs to Engine One

CONTRACTS/AGREEMENTS

- [20.](#) Croft & Associates Architectural and Engineering Agreements

ADJOURNMENT

Persons with disabilities needing assistance to participate in any of these proceedings should contact the human resources office, ADA coordinator, 48 hours in advance of the meeting at 770-387-5616.

P.O Box 1390 – 10 N. Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org



CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Council Minutes |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | May 16, 2024, Council Meeting Minutes |
| DEPARTMENT SUMMARY RECOMMENDATION: | The Council Minutes from May 16, 2024, have been uploaded for your review and approval. |
| LEGAL: | NA |

City Council Meeting
City Hall – Council Chambers
May 16, 2024
6:00 P.M. – Work Session / 7:00 P.M. – Council Meeting

WORK SESSION

Mayor Pro-Tempura Calvin Cooley opened the Work Session at 6:01 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Stepp made a motion to enter Closed Session for the purposes of Potential Litigation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Mayor Pro-Tem Cooley closed Work Session at 6:36 P.M.

OPENING MEETING

Mayor Pro-Tem Cooley called the Council Meeting to order at 7:00 P.M.

Invocation by Council Member Fox.

Pledge of Allegiance led by Council Member Cordell.

The City Council met in Regular Session with Calvin Cooley, Mayor Pro-Tem, presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Gary Fox, Council Member Ward Five; Alyssa Cordell, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, City Attorney.

Absent: Matthew Santini, Mayor

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. May 2, 2024, Council Meeting Minutes and May 7, 2024, Special Called Council Minutes

Council Member Stepp made a motion to approve the May 2, 2024, and May 7, 2024, Council Meeting Minutes. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

MONTHLY FINANCIAL REPORT

2. March 2024 Financial Report

Tom Rhinehart, Finance Director, reviewed the March 2024 Financial Report and compared the numbers to March 2023.

APPOINTMENTS

3. Alcohol Control Board

Randy Mannino, Planning and Development Director, stated that Patti Rogers and Dan Heilman are willing to continue to serve. If approved, their new term expiration would be June 5, 2028.

Council Member Hodge made a motion to approve the Alcohol Control Board Appointments. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

4. Board of Zoning Appeals

Mr. Mannino stated that JB Hudson and Lamar Pendley are willing to continue to serve. If approved, Mr. Hudson’s new term expiration would be June 1, 2028, and Mr. Pendley’s term would expire June 1, 2026.

Council Member Fox made a motion to approve the Board of Zoning Appeals Appointments. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

PUBLIC HEARING- 1st READING OF ZONING/ANNEXATION REQUESTS

5. AZ24-02: 78 & 80 Bates Rd

Applicant: Switch Ltd.

Mr. Mannino stated the applicant requests annexation of (4) parcels into the City to be combined with the current Technology district and data center campus. Proposed zoning is “T” (Technology). Staff does not oppose the annexation or Technology District (T) zoning if the following conditions are applied to zoning. Similar conditions were adopted with the original zoning per file Z23-02, approved 11-2-23.:

Zoning Conditions:

1. All minimum zoning development standards for the "T" zoning district are followed per Text Amendment, T23-04.
2. A minimum 100 ft. natural landscape buffer for the purposes of visual screening remains in place along all adjacent residential use or zoned properties. The 100 ft. buffer may include the building setback.
3. If the minimum 100 ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to reestablish the buffer and visual screen.
4. The public entrance shall be on Old Alabama Road. No public access from the Bates Road driveway.
5. Access to landlocked properties is to be negotiated between Switch LTD and affected property owners, as requested by the property owner.
6. Access to the NRCS flood control structures be negotiated between Switch LTD and the NRCS or their representative, as required.
7. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office.

8. The subject property’s principal use shall be limited to data processing, storage, hosting and related services and accessory uses shall include principal uses listed as permitted uses in the Technology district ordinance which are associated with data processing, storage, hosting, and related services as well as security and customary accessory uses.

Planning Commission recommended approval.

Mayor Pro-Tem Cooley opened the public hearing for the zoning portion of the application.

Keith Lovell, City Attorney, stated that all comments made for the zoning portion of the case would be referenced in the annexation portion, as well.

Brandon Bowen, 15 S. Public Square, came forward to represent the application and to give an overview.

With no one else to come forward to speak for or against the zoning portion of the application, the public hearing was closed.

Mayor Pro-Tem Cooley opened the public hearing for the annexation portion of the application and with no further comments, the public hearing was closed.

This was a first reading and would be voted on at the next regular scheduled Council Meeting on June 6, 2024.

RESOLUTIONS

6. Airport Authority

Freddy Morgan, Assistant City Manager, stated Hans Lutjens is willing to continue to serve as a member of the Airport Authority with a new term expiring on June 19, 2028, if reappointed.

Council Member Cordell made a motion to approve the Airport Authority Appointment. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #: 21-24

7. Creation of Festival Zone

Lillie Read, Downtown Development Authority Director, stated this request was for the creation of festival zones for:

- June 3 – Art in Bartow Ribbon Cutting
- July 13 – Helping Hands for Bartow Kids

Council Member Cordell made a motion to approve the Creation of Festival Zones. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #: 20-24

SURPLUS EQUIPMENT

8. Surplus Equipment

Mr. Morgan stated the following vehicles/equipment have been deemed as surplus. It was recommended to approve this list of surplus items to be listed on GovDeals.

| <i>Department</i> | <i>Asset #</i> | <i>VIN/Serial #</i> | <i>Description</i> | <i>Mileage</i> |
|-------------------|----------------|---------------------|-----------------------------------|----------------|
| Public Works | | N/A | Road Striping Machine | N/A |
| Police | 4825 | 1C6RR7XT6HS554205 | 2017 Dodge Ram 1500 Crew Cab 5.7L | 173,310 |
| Water | 869 | 1FTRF18L81NB22135 | 2001 Ford F150 4WD | 116,368 |
| | 844 | 2FTRF18W74CA38313 | 2004 Ford F150 | N/A |

Council Member Cordell made a motion to approve the Surplus Equipment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

CONTRACTS/AGREEMENTS

9. MOU with DCA for Annual Program Accreditation

Ms. Read stated that this is our annual MOU with DCA for accreditation as a GEMS program. Staff recommended approval.

Council Member Cordell made a motion to approve the MOU with DCA for Annual Program Accreditation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

10. Watershed Protection Plan Monitoring

Sidney Forsyth, Water Department Director, stated that the City’s NPDES discharge permit requires the development of a Watershed Protection Plan. In accordance with this approved plan, the City must perform long-term water quality monitoring, and fish and macroinvertebrate habitat assessments, with annual reports submitted to the Georgia EPD accordingly.

Rindt Engineering has historically performed this service for the City and has submitted a Task Order proposal for this year at a cost of \$59,500.00, which is the same cost as last year. Approval was recommended for this budgeted item.

Council Member Cordell made a motion to approve the Watershed Protection Plan Monitoring. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

EASEMENTS

11. 1085 Burnt Hickory Road Easement

Mr. Forsyth stated as part of the Westside Water Feeder Main project, an easement will be required for this property. This will include 1.31 acres of permanent easement and 1.89 acres of temporary construction easement. The owner has agreed to the City’s offer of \$12,396.00 for both easements. Approval was recommended. This is a budgeted expense.

Council Member Cordell made a motion to approve the 1085 Burnt Hickory Road Easement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

12. Waterford Sewer Relocation

Mr. Forsyth stated the 36” sewer interceptor in the Waterford subdivision has presented several maintenance problems, and its 36” and 8” aerial creek crossings are significant environmental liabilities for the City.

The project includes relocating approximately 787 linear feet of sewer mains and manholes, as well as eliminating the aerial creek crossings and creek bank restoration.

The Water Department opened bids for the project on April 11, 2024, from three responsive bidders. Our consulting engineer, Rindt Engineering and Environmental has recommended awarding the contract to the low bidder, HD Excavations and Utilities, of Dallas, GA for a contract price of \$729,320.60. This is the same firm currently under contract with the City for the Grassdale Road Water line relocation project, which is going well currently.

It was recommended to award this project to HD Excavations and Utilities for \$729,320.60. This is a budgeted expense.

Council Member Cordell made a motion to approve the Waterford Sewer Relocation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

13. Mimosa-Chestnut Water Main Replacement Bid Award

Mr. Forsyth stated the small-diameter, galvanized iron water mains around Mimosa Drive and Chestnut Street are at the end of useful life and in need of replacement. This project will replace approximately 3,565 linear feet of 2” galvanized pipe with 6” and 8” ductile iron pipe and add four fire hydrants.

The Water Department opened sealed bids on May 2, 2024, for this work. The consulting engineer, Goodwyn, Mills and Cawood, LLC (GMC) has recommended the lowest bidder, Utility and Water Services (UWS), Inc. at a cost of \$938,383.00.

It was recommended to award this contract to Utility and Water Services (UWS), Inc. This is a budgeted expense.

Council Member Cordell made a motion to approve the Mimosa-Chestnut Water Main Replacement Bid Award. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

14. Mail Center (Billing)

Mr. Morgan stated the existing mail center billing machine is at the end of its usable life and is no longer supported. A quote was received from the vendor (Pitney Bowes) in the amount of \$21,192.58 for the replacement including the equipment service agreement. This is a non-budgeted item, but it will be covered through other departmental funds.

Council Member Hodge made a motion to approve the Mail Center (Billing). Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

15. Inserting System (Billing)

Mr. Morgan stated the existing insertion machine is at the end of its usable life and is no longer supported. A quote was received from the vendor (Pitney Bowes) in the amount of \$18,867.40 for the replacement including the equipment service agreement. This is a non-budgeted item, but it will be covered through other departmental funds.

Council Member Cordell made a motion to approve the Inserting System (Billing). Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

16. Fortinet Fiber Switches

Steven Grier, FiberCom Director, stated that this item is the purchase of two new Fortinet fiber optic network switches. These switches will be used to physically separate the internal city network from the Fiber Com customer network for enhanced security and more efficient network design. This is not a budgeted item but will be funded with the 2020 SPLOST and was recommended for approval.

Council Member Cordell made a motion to approve the Fortinet Fiber Switches. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

17. Compact Excavator Purchase

Wade Wilson, Public Works Director, state the Stormwater Division of Public Works needs a compact excavator to be utilized along with some of our aging excavating equipment. A larger compact excavator is needed to pick up larger concrete pipes and concrete blocks, yet still can work within smaller, confined areas. After testing the Bobcat E88 R2 Series excavator, we feel that it is the best equipment to meet our needs. Public Works reached out to Rhinehart Equipment to get their Sourcewell Price of \$114,304.12. This excavator is available and can be delivered upon approval of purchase.

This is not a budgeted item; however, stormwater funds are available in our capital projects budget. Public Works recommended approval to purchase this compact excavator from Rhinehart Equipment.

Council Member Cordell made a motion to approve the Compact Excavator Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

18. Garbage Cart Purchase

Mr. Wilson stated that the Solid Waste Division of Public Works received quotes from garbage cart suppliers for two hundred recycling (blue) carts and 624 brown garbage carts. The best price of the preferred product is from Toter, LLC for a total price (including shipping) of \$44,280.00.

This is a budgeted item and Public Works recommended approval to purchase these garbage carts for Toter, LLC.

Council Member Cordell made a motion to approve the Garbage Cart Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

19. Commercial Dumpster Purchase

Mr. Wilson stated the Solid Waste Division of Public Works received three quotes from various solid waste vendors for 8-yard commercial dumpsters. The lowest price for equivalent quantities was from Lewis Steel Works, Inc. from Wren, Georgia. The amount (including shipping) is \$27,175.00. This is a budgeted item and Public Works recommended approval to purchase these dumpsters from Lewis Steel Works, Inc.

Council Member Cordell made a motion to approve the Commercial Dumpster Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

20. Automated Side Loader Repair

Mr. Wilson stated that the backup Automated Side Loader Garbage Truck has encountered issues and needs a new transmission. The city garage recommended the repairs to continue the use of this vehicle. Though this vehicle is a backup, it is frequently used by our Solid Waste Division.

Next Tran from Kennesaw will perform the repair for a total cost of \$22,201.56, and the City Garage service fee will be \$1,354.14. Public Works is requesting the authority to approve this repair totaling \$23,555.70. This is a budgeted expense that will be paid from the Solid Waste Maintenance of Vehicle and Equipment budget.

Council Member Cordell made a motion to approve the Automated Side Loader Repair. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 5-0

21. Terrell Heights Phase II Stormwater Improvement

Mr. Wilson stated that due to the high bids that Public Works received last year, Phase I of the Terrell Heights Stormwater Improvement project was performed by our Public Works crews. However, due to the complexity of Phase II, we decided that this part of the project would be rebid. This phase included stormwater installation, various utility repairs, upgrades and re-alignments, and the installation of a detention pond (Alternative 2). Barge Design, the design engineer, assisted the city with bidding and review. On April 26, 2024, we received bids from four contractors to perform the work. The overall low bidder for the base project and both alternative bids was HD Excavations and Utilities from Villa Rica, Georgia for \$1,511,550.00.

Our design engineer has reviewed all bid documents and recommends issuing a Notice of Award and entering into a contract with the low bidder, HD Excavations and Utilities.

Public Works will utilize America Rescue Plan Act (ARPA) Funds for this project. To qualify for these funds, we feel that this project would help the stormwater division “manage, reduce and recapture stormwater” resulting in reduced flooding at this location. Therefore, this project would meet the requirements for eligibility for ARPA funds.

An estimated \$309,360.00 will use water/sewer funds, while the remaining \$1,202,190.00 will be funded by ARPA funds. The \$309,360.00 water/sewer portion is not budgeted but will be paid from sewer revenue. Public Works recommended accepting the bid from HD Excavations and

Utilities and allowing the mayor to sign the Notice of Award and the associated contract provided by our design engineer.

Council Member Cordell made a motion to approve the Terrell Heights Phase II Stormwater Improvement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

ENGINEERING SERVICES

22. Terrell Heights Phase I and II – Engineering Services

Mr. Wilson stated in August of 2021, Public Works received approval from the Mayor and Council to contract with Barge Designs to perform engineering design of the storm system for the Terrell Heights Subdivision. Barge Design has completed the design, and Phase II of the project is slated to begin as soon as the contract with the contractor is signed.

Barge Design has provided additional bid phase services and is proposing to provide construction phase services for portions of Phase I and all of Phase II. The proposed construction services will include items such as coordination, meetings, status reports, pay applications, site visits/inspections, and technical reviews.

The proposed amendment will result in compensation of \$48,500.00. This amendment will be paid out of the American Rescue Plan Act (ARPA) Funds. This is not a budgeted item, but it has been determined that these services would qualify for ARPA funding, as the City feels that this project would help our stormwater division “manage, reduce and recapture stormwater” drainage that would result in reduced flooding at this location. Therefore, this project would meet the requirements for eligibility for ARPA funds.

Public Works recommended approval of this amendment.

Council Member Stepp made a motion to approve the Terrell Heights Phase I and II – Engineering Services. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

OTHER

23. Letter of Intent for Multi-Jurisdictional Hazard Mitigation Plan

Scott Carter, Fire Chief, requested approval for the mayor to sign a letter of intent for the support of a grant Bartow County has applied for. This grant will fund the cost of updating the county’s Multi-Jurisdictional Hazard Mitigation Plan. The support of this grant allows the City to be eligible for future Federal money for mitigation-related projects. There is a local match requirement that can be met in part by the participation of our staff in the plan update process. This letter also states the adoption of the final plan will be required for the City to remain eligible for mitigation funding.

Council Member Stepp made a motion to approve the Letter of Intent for Multi-Jurisdictional Hazard Mitigation Plan. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES**24. Self-Contained Breathing Apparatus**

Chief Carter stated our firefighters wear self-contained breathing apparatus (SCBA) to protect their respiratory system during operations that have toxic environments. Annually, all SCBAs must be calibrated, and flow test certified per NFPA Standards. During this time repairs and preventive maintenance are also performed. These repairs and certifications are conducted by Municipal Equipment Services. This is a budgeted project. Approval was recommended of \$11,426.21 to MES as our single source provider for this service and repair.

Council Member Hodge made a motion to approve the Self-Contained Breathing Apparatus. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Stepp made a motion to add three (3) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEM**25. Ante Litem Notice**

Keith Lovell, City Attorney, stated it was recommended to deny the revised Ante Litem Notice involving Ruth Kyle.

Council Member Hodge made a motion to deny the ante litem notice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #: 19-24

26. Demolition Contract for 19 N. Erwin St.

Dan Porta, City Hall stated he recommended approval of the demolition contract with A & M Contracting to demolish 19 N. Erwin St. for \$9,500.00.

Council Member Stepp made a motion to approve the Demolition Contractor for 19 N. Erwin St. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 5-0

27. AWOS/DBE Plan Update Reimbursement Contract

Mr. Morgan stated this is a request for the Council to authorize the mayor to sign the reimbursement contract with GDOT. The reimbursement is for the cost to replace the Automated Weather Observing System (AWOS) and the FY24-26 DBE plan update at Cartersville Airport. The reimbursement amount is \$143,241.41. If approved, GDOT will send the contract via DocuSign to the Mayor, City Clerk, and a notary in the CMO.

Council Member Roth made a motion to approve the AWOS/DBE Plan Update Reimbursement Contract. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

OTHER

Mayor Pro Tem Cooley asked if any other business needed to come before the city.

Robert Rebello, 1Aquafil Dr., Vice President of Operations for Aquafil, came forward to discuss the consistent increase of fees for power.

Mr. Porta stated that he is aware of the issue and was working on a resolution to the problem. However, it would take five to six months to resolve this matter and that he would be in touch with Mr. Rebello.

ADJOURNMENT

With no other business to discuss, Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 7:44 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6 ,2024 |
| SUBCATEGORY: | Council Minutes |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | May 22, 2024, Special Called Council Meeting Minutes |
| DEPARTMENT SUMMARY RECOMMENDATION: | The Council Minutes from the May 22, 2024, Special Called Meeting, have been uploaded for your review and approval. |
| LEGAL: | NA |

Special Called City Council Meeting
City Hall – Council Chambers
May 22, 2024
9:00 A.M. – Council Meeting

OPENING MEETING

Mayor Matthew Santini called the Council Meeting to order at 9:00 A.M.

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Stepp

The City Council met in Regular Session with Matthew Santini, Mayor, presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Alyssa Cordell, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, City Attorney.

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. Electric Department Superintendent

Dan Porta, City Manager, stated he recommended the appointment of Tom McKee as the Electric Department Superintendent for the City of Cartersville with a start date of June 24, 2024.

Tom McKee came forward and thanked the Mayor, Council, and Mr. Porta for the opportunity to serve as Electric Department Superintendent.

Council Member Fox made a motion to approve the Electric Department Superintendent Appointment. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0

Julia Drake, City Clerk, swore in Tom McKee as the new Electric Department Superintendent.

ADJOURNMENT

With no other business to discuss, Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 9:04 A.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Appointments |
| DEPARTMENT NAME: | Administration |
| AGENDA ITEM TITLE: | Board of Zoning Appeals |
| DEPARTMENT SUMMARY RECOMMENDATION: | If approved, Hoyt Hatfield will serve as the Ward 6 Appointee of the Board of Zoning Appeals with a term expiration of June 1, 2028. |
| LEGAL: | N/A |

CITY OF CARTERSVILLE City Board/Commission Application Form

Applicant Information

Name HATFIELD Hoyt R
 (last) (first) (middle initial)

Address [REDACTED]
 (street)

Email Address [REDACTED]

Home Phone [REDACTED] Cell Phone 560

City Resident Yes No Ward 1 2 3 4 5 6
 (if applicable)

Related Experience: Civic/Business/Other

COMMERCIAL PRINTING BUSINESS FOR 39 years. &
25 IN THE HOME BUILDING BUSINESS.
SERVED ON THE BOARD OF THE SALVATION ARMY.
STARTED THE DEVELOPMENT OF LENOX PARK

Personal References (list at least 3)

LEHMANN SMITH MIKE HUMPHREYS
DAVID ALFF RICK FLOUANT
ALLEN JOHNSON WAYNE BOERDEN

Position Information

Board/Commission applying for: ZONING & APPEALS

Reason interested in position (please explain in space provided)
KNOWLEDGE OF THE BUILDING & ZONING BUSINESS

[Signature] Applicant Signature Date 5-15-2024

Thank you for your interest in serving our community



CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | PUBLIC HEARING – 2ND READING OF ZONING/ANNEXATION REQUESTS |
| DEPARTMENT NAME: | Planning and Development |
| AGENDA ITEM TITLE: | AZ24-02. 72, 78 & 80 Bates Rd. Applicant: Switch Ltd. |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>Applicant requests annexation of (4) parcels into the City to be combined with the current Technology district and data center campus. Proposed zoning is “T” (Technology).</p> <p>Staff does not oppose the annexation or Technology District (T) zoning as long as the following conditions are applied to zoning. Similar conditions were adopted with the original zoning per file Z23-02, approved 11-2-23.:</p> <p>Zoning Conditions:</p> <ol style="list-style-type: none"> 1. All minimum zoning development standards for the "T" zoning district are followed per Text Amendment, T23-04. 2. A minimum 100 ft. natural landscape buffer for the purposes of visual screening remains in place along all adjacent residential use or zoned properties. The 100 ft. buffer may include the building setback. 3. If the minimum 100 ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to re-establish the buffer and visual screen. 4. The public entrance shall be on Old Alabama Road. No public access from the Bates Road driveway. 5. Access to landlocked properties are to be negotiated between Switch LTD and affected property owners, as requested by the property owner. 6. Access to the NRCS flood control structures be negotiated between Switch LTD and the NRCS or their representative, as required. 7. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office. 8. The subject property’s principal use shall be limited to data processing, storage, hosting and related services and accessory uses shall include principal uses listed as permitted uses in the Technology district ordinance which are associated with data processing, storage, hosting and related services as well as security and customary accessory uses. <p>Planning Commission recommended approval.</p> |
| LEGAL: | N/A |

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ24-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Switch Ltd

Representative: Brandon Bowen, Esq.

Location: 1. 72 Bates Road, Tax Parcel ID 0075-1102-001 containing 24.05 +/- acres;
2. 78 Bates Road, Tax Parcel IDs 0075-1102-001 and 0075-1102-002
containing 5.0+/- acres;
3. 80 Bates Road, Tax Parcel ID 0075-1102-003 containing 5.0+/- acres.

Total Acreage: 34.05 +/- Acres

LAND USE INFORMATION

Current Zoning: County A-1 (Agriculture)

Proposed Zoning: "T" (Technology)

Proposed Use: Addition to Data Warehouse campus

Current Zoning of Adjacent Property:

North: "T" (Technology)

South: "T" (Technology)

East: County A-1

West: "T" (Technology)

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 1102 and 1131

Ward: 2 **Council Member:** Jayce Stepp

The Future Development Map designates adjacent properties as: Neo-traditional Neighborhood

The Future Land Use Map designates adjacent or nearby city properties as: Low and Medium Density Residential

ANALYSIS

City Departments Reviews

Electric: Not in Service Area

Fibercom: No comments received.

Fire: No comments received.

Gas: Takes no exception.

Planning and Development: Takes no exception.

Public Works: Not in Service Area. Bates Road is a County road.

Water and Sewer: Not in Service Area

Cartersville School District: N/A

Bartow County School District: No comments received.

Bartow County: No objections.

Public comments: None received as of 4-24-24.

REQUEST SUMMARY:

Applicant requests to annex (4) properties located at 72, 78 & 80 Bates Road and totaling 34.05 acres (+/-). The properties are privately owned by three individual owners and used as residential properties. Three homes are present on the four properties. The applicants' intent is to combine these properties with the existing Switch Ltd properties that will be developed as a data warehouse campus.

"T", Technology, zoning is requested for the parcels. The existing zoning is County A-1 (Agriculture).

Bartow County Water Department and Greystone Power are the current utility providers.

For now, the existing access easement and driveway will remain in place to serve properties identified as 82 and 84 Bates Rd, Parcel IDs 0075-1102-006 and 0075-1102-004, respectively.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use (Technology) that is suitable in view of the use and development of adjacent and nearby property.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use or usability of adjacent property.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
Under the current County A-1 zoning, the property does have a reasonable economic use as residential.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal will not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposed zoning does not conform to the city's land use plan for the area. (Residential); however, an update to the map is required following the rezoning of approx. 1,967 acres to Technology District for the Switch data warehouse campus.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect.
- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
No additional conditions are known.

RECOMMENDATION: Staff does not oppose the annexation or Technology District (T) zoning as long as the following conditions are applied to zoning. Similar conditions were adopted with the original zoning per file Z23-02, approved 11-2-23.:

Zoning Conditions:

The following conditions are herein imposed on said tracts and are part of the approval of zoning:

1. All minimum zoning development standards for the "T" zoning district are followed per Text Amendment, T23-04.
2. A minimum 100 ft. natural landscape buffer for the purposes of visual screening remain in place along all adjacent residential use or zoned properties. The 100 ft. buffer may include the building setback.
3. If the minimum 100 ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to re-establish the buffer and visual screen.
4. Public entrance shall be on Old Alabama Road. No public access from the Bates Road driveway;
5. Access to landlocked properties are to be negotiated between Switch LTD and affected property owners, as requested by the property owner.
6. Access to the NRCS flood control structures be negotiated between Switch LTD and the NRCS or their representative, as required.
7. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office.
8. The subject property's principal use shall be limited to data processing, storage, hosting and related services and accessory uses shall include principal uses listed as permitted uses in the Technology district ordinance which are associated with data processing, storage, hosting and related services as well as security and customary accessory uses.

**Ordinance
of the
City of Cartersville, Georgia**

**Ordinance No. 74-23
Petition No. Z23-03**

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by CARTER GROVE (ATLANTA) ASLI VI, which owns property located off Old Alabama Road, West of Bates Road, containing the following Bartow County Tax Assessors Parcel Numbers – C106-0001-002, C106-0001-001, C107-0001-015, C119-0001-001, C120-0001-001, C120-0001-003, C119-0001-003, C119-0001-002. Said property contains 1947.65 ± acres located in the 4th District, 3rd Section, Land Lots 959, 985, 986, 1031, 954, 991, 1027, 1028, 1029, 1059, 1060, 1061, 1062, 1099, 1100, 1101, 1102, 1134, 1132, 1131, 1130, 1175, 1174, 1173, 1172, 1205, 1204, 1203, 1202, 1201, 1247, 1246, 1245, 1275, 1274, 1129, 1176, 1177, 1200, 1199, 1198, 1197, 1248, 1249, 1250, 1251, 1252, 1253, 1273, 1272, 1271, 1270, 1269, and 1276 as shown on the attached plat Exhibit “A” and detailed on the Parcel List attached hereto and incorporated herein by reference as Exhibit “B.” Property is hereby rezoned from P-D (Planned Development [Carter Grove]) to T (Technology District) with the following conditions listed below. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

The following conditions are herein imposed on said tracts and are part of the approval of the rezoning:

1. All minimum zoning development standards for the "T" zoning district are followed per Text Amendment, T23-04.
2. A minimum 100 ft. natural landscape buffer for the purposes of visual screening remain in place along all adjacent residential use or zoned properties. The 100 ft. buffer may include the building setback.
3. If the minimum 100 ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to re-establish the buffer and visual screen.
- MODIFY** 4. Public entrance shall be on Old Alabama Road; no access from Carter Grove Blvd; access from Bates Road shall be limited to emergency access as required by governmental authorities, construction access until 60 days after GDOT construction on Old Alabama Road is completed, and private access. Upon the completion of GDOT construction on Old Alabama Road, any permitted construction activities on the site shall have a construction entrance that does not require use of Bates Road.

- OMIT X 5. Upon submission by the current property owner, Council shall terminate the Carter Grove Development Agreement, to the extent it covers the property which is the subject of this application.
6. Access to landlocked properties are to be negotiated between Switch LTD and affected property owners, as requested by the property owner.
 7. Access to the NRCS flood control structures be negotiated between Switch LTD and the NRCS or their representative, as required.
 8. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office.
 9. The subject property's principal use shall be limited to data processing, storage, hosting and related services and accessory uses shall include principal uses listed as permitted uses in the Technology district ordinance which are associated with data processing, storage, hosting and related services as well as security and customary accessory uses.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: October 19, 20023
SECOND READING: November 2, 2023


MATTHEW J. SANTINI, MAYOR

ATTEST: 
JULIA DRAKE, CITY CLERK



BARTOW COUNTY

Steve Taylor, Sole Commissioner

April 12, 2024

Mr. David Hardegree
City of Cartersville
Planning and Development Department
2nd Floor, City Hall
10 N. Public Square
Cartersville, GA 30120

RE: Request by Switch
to annex property located off 72 Bates Road
Tax Parcel #'s 0075-1102-005, 0075-1102-001,
0075-1102-002 and 0075-1102-003

David:

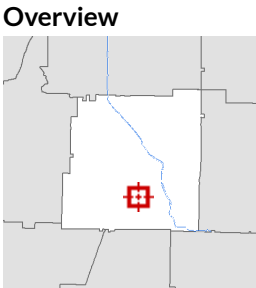
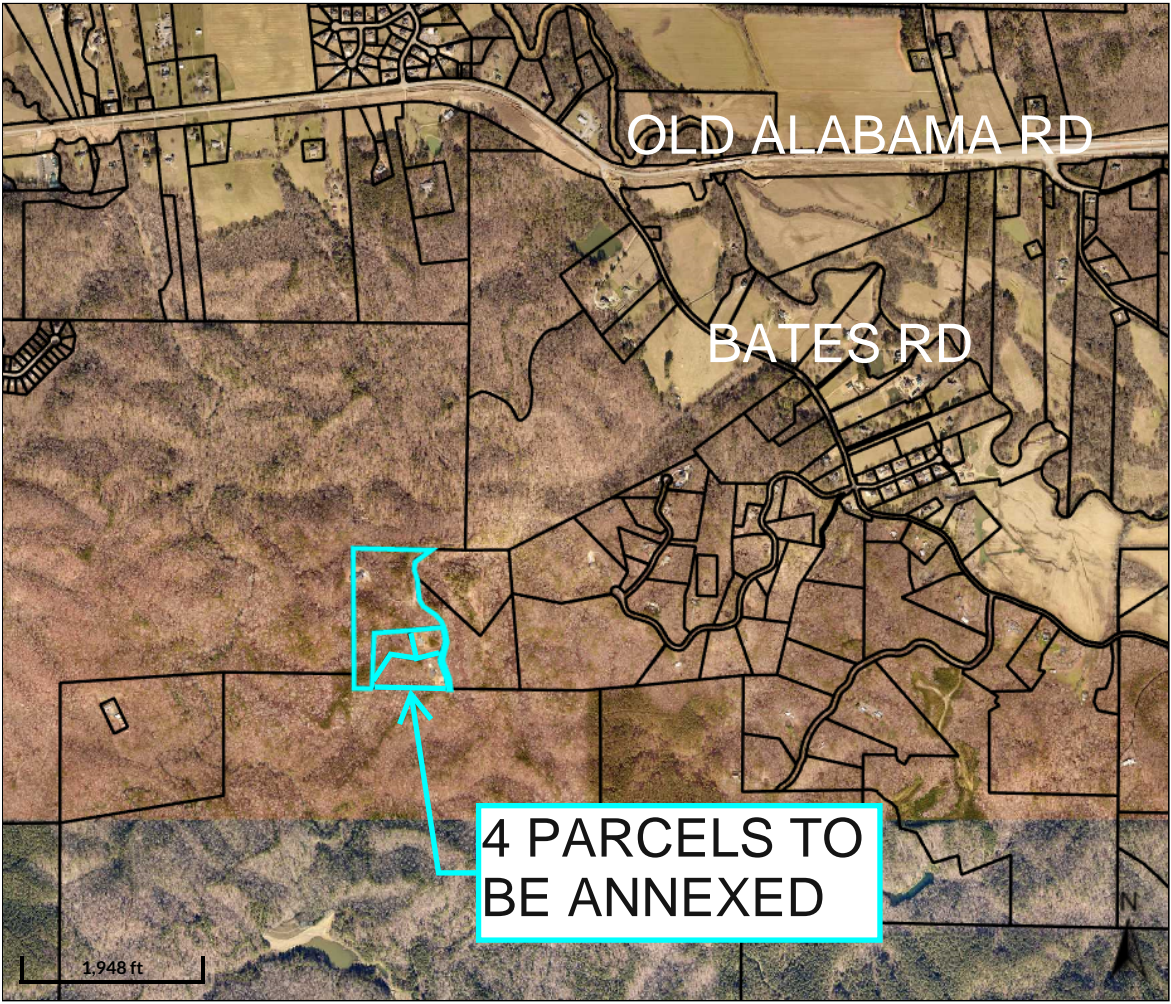
This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Agriculture.

Sincerely,

STEVE TAYLOR
Bartow County Commissioner

CB/kg

- c. Richard Osborne, Zoning
Joe Sutton, Bartow County Road Department
Jarrod Roberts, Tax Assessor
Melissa Lasebikan, GIS Department



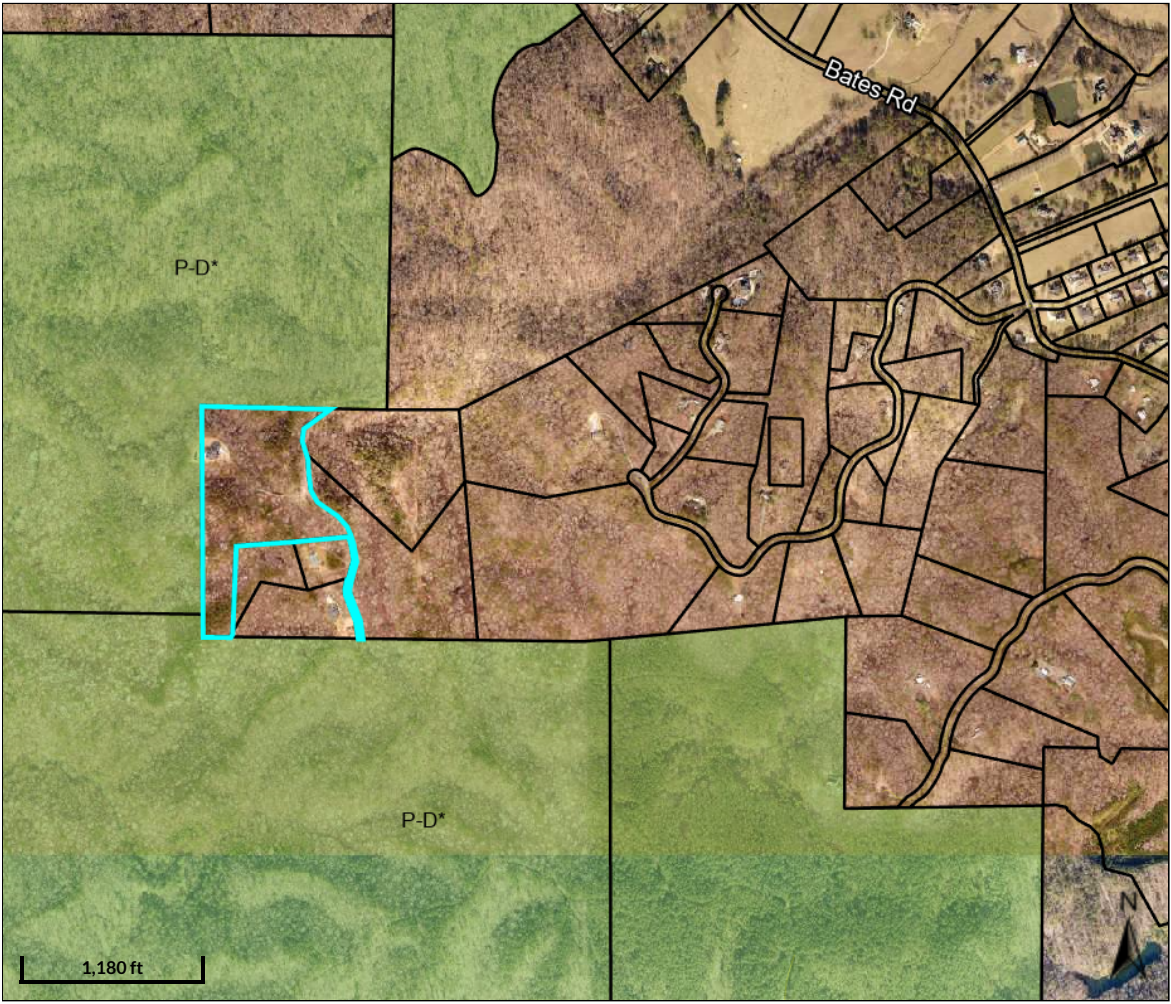
Legend
 □ Parcels
 — Roads

| | | | | | |
|------------------------------|------------------|---------------------|-----------|----------------------|--------------------------------------|
| Parcel ID | 0075-1102-005 | Alternate ID | 45243 | Owner Address | HARDY JAMES EDWARD & SUSAN CATHERINE |
| Sec/Twp/Rng | n/a | Class | Consv Use | | 72 BATES RD SE |
| Property Address | 72 BATES RD | Acreage | 24.04 | | CARTERSVILLE, GA 30120 |
| District | Bartow County | | | | |
| Brief Tax Description | LL1102-1103 LD 4 | | | | |

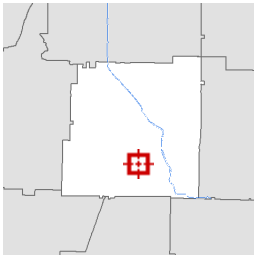
(Note: Not to be used on legal documents)

Date created: 4/5/2024
 Last Data Uploaded: 4/4/2024 10:57:24 PM

Developed by Schneider
 GEOSPATIAL



Overview



Legend

- Parcels
- Roads
- Cartersville Zoning**
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

Parcel ID 0075-1102-005
Sec/Twp/Rng n/a
Property Address 72 BATES RD

Alternate ID 45243
Class Consv Use
Acreage 24.04

Owner Address HARDY JAMES EDWARD & SUSAN CATHERINE
 72 BATES RD SE
 CARTERSVILLE, GA 30120

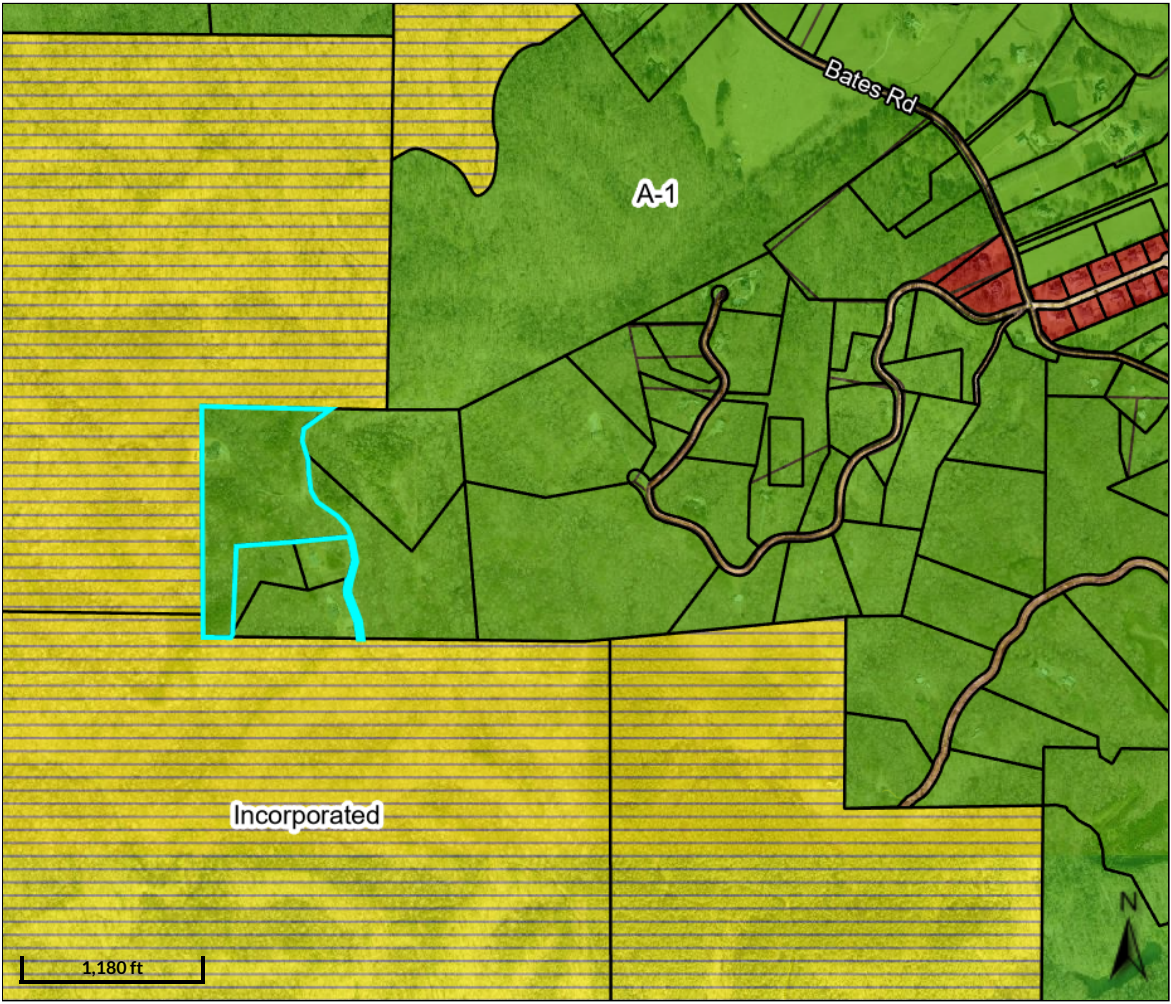
District
Brief Tax Description

Bartow County
LL1102-1103 LD 4
(Note: Not to be used on legal documents)

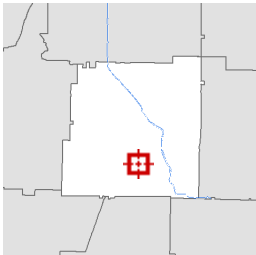
Meeting: June 6, 2024 Item4.

Date created: 4/5/2024
Last Data Uploaded: 4/4/2024 10:57:24 PM

Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

- Parcels
- Roads

Bartow County Zoning

- A-1
- A1 (wC)
- A1CU
- BPD
- BPD (wC)
- C-1
- C1 (wC)
- C1CU
- CN
- CN (wC)
- CNCU
- I-1
- I-2
- I1 (wC)
- I1CU
- I2 (wC)
- I2CU
- Incorporated
- M-1
- M1 (wC)
- M1CU
- O/I
- OI (wC)
- OICU
- PUD
- PUD (wC)
- PUDCU
- R-1
- R-2
- R-3
- R-4
- R-7
- R-8
- R-8 w/c
- R1 (wC)

-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

| | | | | | |
|------------------------------|--|---------------------|------------|----------------------|--------------------------------------|
| Parcel ID | 0075-1102-005 | Alternate ID | 45243 | Owner Address | HARDY JAMES EDWARD & SUSAN CATHERINE |
| Sec/Twp/Rng | n/a | Class | Consrv Use | | 72 BATES RD SE |
| Property Address | 72 BATES RD | Acreage | 24.04 | | CARTERSVILLE, GA 30120 |
| District | Bartow County | | | | |
| Brief Tax Description | LL1102-1103 LD 4 | | | | |
| | <i>(Note: Not to be used on legal documents)</i> | | | | |

Date created: 4/5/2024
 Last Data Uploaded: 4/4/2024 10:57:24 PM

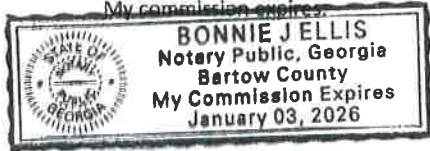
Developed by  Schneider
 GEOSPATIAL

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ2A-02
Date Received: 3-21-24

Public Hearing Dates:

Planning Commission 5/7/24 5:30pm 1st City Council 5/16/24 7:00pm 2nd City Council 6/6/24 7:00pm

Applicant Switch Office Phone _____
 (printed name)
 Address x 7133 S. Decatur Blvd. Mobile/ Other Phone _____
 City x Las Vegas State NV Zip 89138 Email sroberts@switch.com
Brandon L. Bowen Phone (Rep) 770/387-1273
 Representative's printed name (if other than applicant) Email (Rep) bbowen@jbswp.com
[Signature] x [Signature]
 Representative Signature Applicant Signature
 Signed, sealed and delivered in presence of:
Bonnie J. Ellis My commission expires:
 Notary Public 

* Titleholder _____ Phone _____
 (titleholder's printed name)
 Address _____ Email _____
 Signature _____ See Exhibit A
 Signed, sealed, delivered in presence of: My commission expires:

 Notary Public

Present Zoning District A-1 See Exhibit A 4" Requested Zoning _____
 Acreage _____ Land Lot(s) _____ District(s) _____ Section(s) _____
 Location of Property: West of BATES Rd Parcel ID No. _____
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: To annex and add to existing
Switch property.
 (attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

JENKINS, BOWEN & WALKER, P.C.

ATTORNEYS AT LAW

Meeting: June 6, 2024 Item4.

FRANK E. JENKINS, III
BRANDON L. BOWEN
ROBERT L. WALKER
ERIK J. PIROZZI
ELLIOT T. NOLL
C. KIMBERLY PRINE

15 SOUTH PUBLIC SQUARE
CARTERSVILLE, GEORGIA 30120-3350

TELEPHONE
(770) 387-1373

FACSIMILE
(770) 387-2396

www.jbwpc.com

March 21, 2024

Mr. David Hardegree
City Planner

Re: Switch Annexation Application

Dear David,

I am presenting an application by Switch to annex into the City several properties along its eastern border. These are residential properties where the owners have reached an agreement to sell their homes to Switch. Upon annexation, the properties would become part of the Switch Cartersville campus.

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.



Brandon L. Bowen

Enclosures

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ 24-02

Tax Map Parcel(s) # See G.L. b.1 A Voting Ward(s) 2

Current Land Use rural estate Current Zoning A-1

Proposed Land Use dota center Proposed Zoning T
campus

Number of Dwelling Units N/A Number of Occupants N/A

Owner Occupied? Yes No

Number of School-aged Children none Grade Level(s) of School-aged Children N/A

School(s) to be attended: N/A

Current Utility Service Providers (Check Service provider or list if Other)

Water: City County Well/ Other

Sewer: City County Septic/ Other

Natural Gas: City Other (List) NA

Electricity: City GA Power Greystone
 Other (List)

Exhibit A – List of Properties to be annexed

80 Bates Road

Robert William and Laura Humphries

Parcel ID 0075-1102-003

5 +/- acres

Land Lots 1102, 1131; 4th District, 3rd Section

Current Zoning: A-1

Requested Zoning: T

72 Bates Road

James Edward Hardy and Susan Catherine Hardy

Parcel ID- 0075-1102-005

24.05 +/- acres

Land Lots 1102, 1131; 4th District, 3rd Section

Current Zoning: A-1

Requested Zoning: T

78 Bates Road

Anita May and Al Sharis

Parcel ID- 0075-1102-001; 0075-1102-002

5 +/- acres

Land Lots 1102, 1131; 4th District, 3rd Section

Current Zoning: A-1

Requested Zoning: T

SURVEYOR'S CERTIFICATE

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

03/19/2024

Date

Nathan G. Shepherd (Seal)
 Georgia Registered Land Surveyor



ZONING ADMINISTRATOR:

- 1. Case Number: AZ2402
- 2. Yes No

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

- 3. Survey attached?

3-22-24

Date

Dail Hafner
 Zoning Administrator

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a zoning action must make the following disclosures:

Date of Application: 3/20/24

Date Two Years Prior to Application: 3/20/22

Date Five Years Prior to Application: 3/20/19

1. Has the applicant within the five (5) years preceding the filing of the zoning action made campaign contributions aggregating \$250.00 or more to any of the following:

| | YES | NO |
|-----------------------|-------|---------|
| Mayor: Matt Santini | _____ | _____ ✓ |
| Council Member: | | |
| Ward 1- Kari Hodge | _____ | _____ |
| Ward 2- Jayce Stepp | _____ | _____ |
| Ward 3- Cary Roth | _____ | _____ |
| Ward 4- Calvin Cooley | _____ | _____ |
| Ward 5- Gary Fox | _____ | _____ |
| Ward 6- Taff Wren | _____ | _____ |
| Planning Commission | | |
| Lamar Pendley, Chair | _____ | _____ |
| Anissa Cooley | _____ | _____ |
| Fritz Dent | _____ | _____ |
| Greg Culverhouse | _____ | _____ |
| Jeffery Ross | _____ | _____ |
| Stephen Smith | _____ | _____ |
| Travis Popham | _____ | _____ ✓ |

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

X [Signature] 3/20/24
Signature Date

X JAMES HARRY
Print Name

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a zoning action must make the following disclosures:

Date of Application: 3/20/24

Date Two Years Prior to Application: 3/20/22

Date Five Years Prior to Application: 3/20/19

1. Has the applicant within the five (5) years preceding the filing of the zoning action made campaign contributions aggregating \$250.00 or more to any of the following:

| | YES | NO |
|-----------------------|-------|----------|
| Mayor: Matt Santini | _____ | <u>✓</u> |
| Council Member: | | |
| Ward 1- Kari Hodge | _____ | _____ |
| Ward 2- Jayce Stepp | _____ | _____ |
| Ward 3- Cary Roth | _____ | _____ |
| Ward 4- Calvin Cooley | _____ | _____ |
| Ward 5- Gary Fox | _____ | _____ |
| Ward 6- Taff Wren | _____ | _____ |
| Planning Commission | | |
| Lamar Pendley, Chair | _____ | _____ |
| Anissa Cooley | _____ | _____ |
| Fritz Dent | _____ | _____ |
| Greg Culverhouse | _____ | _____ |
| Jeffery Ross | _____ | _____ |
| Stephen Smith | _____ | _____ |
| Travis Popham | _____ | _____ |

2. If the answer to any of the above is Yes, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

SCatherine 3.20.24
Signature Date

Susan Catherine Hardy
Print Name

Application for Annexation/ Zoning
City of Cartersville

Case Number: A24-02
Date Received: 3-21-24

Public Hearing Dates:

Planning Commission 5/7/24 5:30pm 1st City Council 5/16/24 7:00pm 2nd City Council 6/6/24 7:00pm

Applicant Switch Office Phone _____
(printed name)

Address _____ Mobile/ Other Phone _____

City _____ State _____ Zip _____ Email _____

Brandon Bowen Phone (Rep) 770/387-1377
Representative's printed name (if other than applicant) Email (Rep) bbowen@jswpc.com

Representative Signature Applicant Signature

Signed, sealed and delivered in presence of: _____ My commission expires: _____

Notary Public


* Titleholder Robert William Thorne Humphries Phone 770-547-7107
(titleholder's printed name)

Address 80 Bates Rd. Email robhumphries130@gmail.com

Signature [Signature] X [Signature]

Signed, sealed, delivered in presence of: _____ My commission expires: _____

Chelsea Cole
Notary Public



Present Zoning District A-1 Requested Zoning T

Acreage 5 1/2 Land Lot(s) 1102+1131 District(s) 4 Section(s) 3

Location of Property: Off Bates Road Parcel ID No. 0075-1102-03
(street address, nearest intersections, etc.)

Reason for Rezoning Request: Add to Switch Property

(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

**CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS**

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a zoning action must make the following disclosures:

Date of Application: 3/14/24

Date Two Years Prior to Application: 3/14/22

Date Five Years Prior to Application: 3/14/19

1. Has the applicant within the five (5) years preceding the filing of the zoning action made campaign contributions aggregating \$250.00 or more to any of the following:

| | YES | NO |
|-----------------------|-------|-------|
| Mayor: Matt Santini | _____ | _____ |
| Council Member: | | |
| Ward 1- Kari Hodge | _____ | _____ |
| Ward 2- Jayce Stepp | _____ | _____ |
| Ward 3- Cary Roth | _____ | _____ |
| Ward 4- Calvin Cooley | _____ | _____ |
| Ward 5- Gary Fox | _____ | _____ |
| Ward 6- Taff Wren | _____ | _____ |
| Planning Commission | | |
| Lamar Pendley, Chair | _____ | _____ |
| Anissa Cooley | _____ | _____ |
| Fritz Dent | _____ | _____ |
| Greg Culverhouse | _____ | _____ |
| Jeffery Ross | _____ | _____ |
| Stephen Smith | _____ | _____ |
| Travis Popham | _____ | _____ |

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

x [Signature] 3/14/24
Signature Date

x Laura Humphries
Print Name

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS


Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a zoning action must make the following disclosures:

Date of Application: 3/14/24
Date Two Years Prior to Application: 3/14/22
Date Five Years Prior to Application: 3/14/19

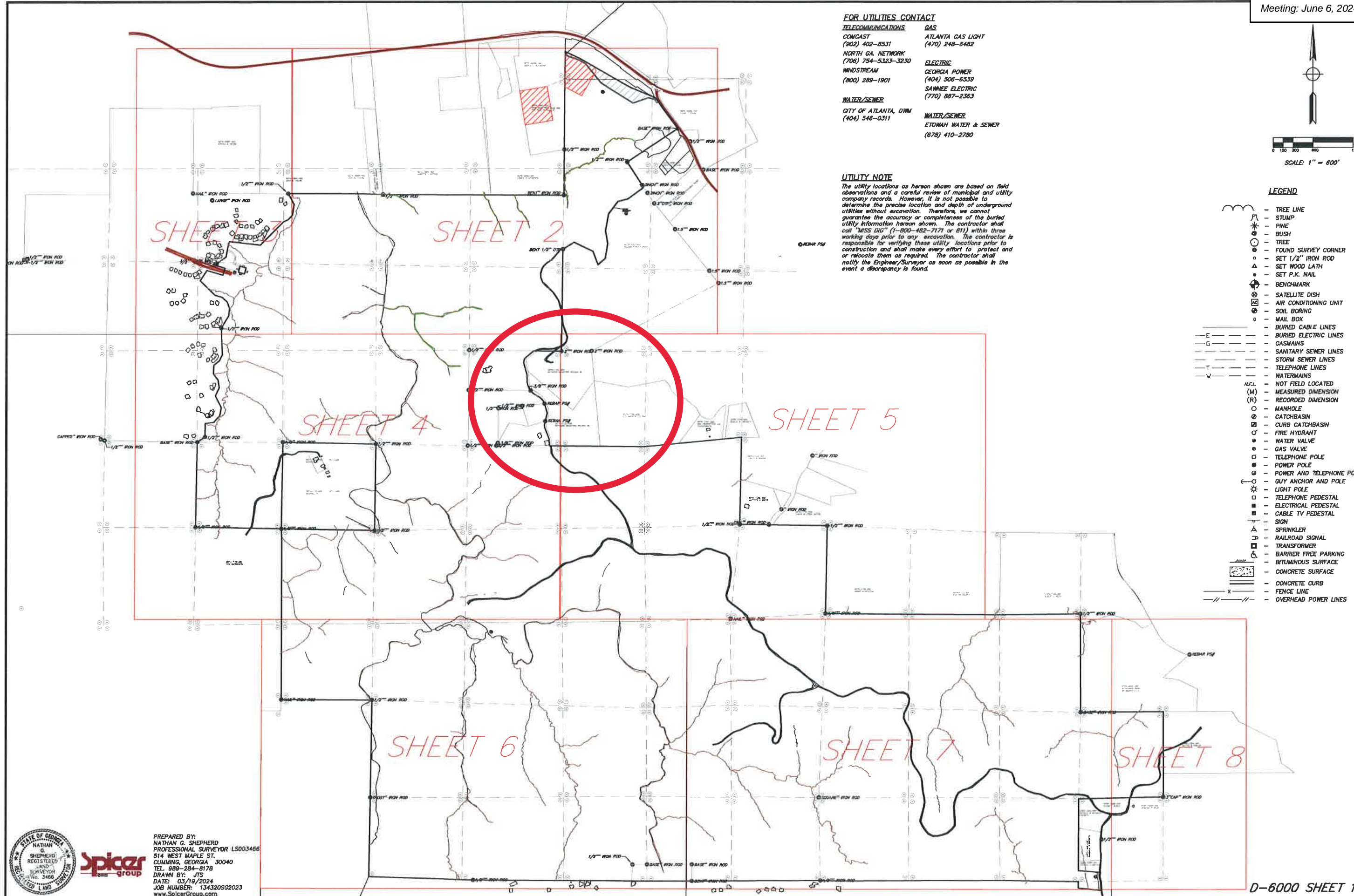
1. Has the applicant within the five (5) years preceding the filing of the zoning action made campaign contributions aggregating \$250.00 or more to any of the following:

| | YES | NO |
|-----------------------|-------|----|
| Mayor: Matt Santini | _____ | ✓ |
| Council Member: | | |
| Ward 1- Kari Hodge | _____ | ✓ |
| Ward 2- Jayce Stepp | _____ | ✓ |
| Ward 3- Cary Roth | _____ | ✓ |
| Ward 4- Calvin Cooley | _____ | ✓ |
| Ward 5- Gary Fox | _____ | ✓ |
| Ward 6- Taff Wren | _____ | ✓ |
| Planning Commission | | |
| Lamar Pendley, Chair | _____ | ✓ |
| Anissa Cooley | _____ | ✓ |
| Fritz Dent | _____ | ✓ |
| Greg Culverhouse | _____ | ✓ |
| Jeffery Ross | _____ | ✓ |
| Stephen Smith | _____ | ✓ |
| Travis Popham | _____ | ✓ |

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

x  3/14/24
Signature Date

x ROBERT W HUMPHRIES
Print Name



FOR UTILITIES CONTACT

TELECOMMUNICATIONS
 COMCAST (902) 402-8531
 NORTH GA. NETWORK (706) 754-5323-3230
 WINDSTREAM (800) 289-1901

WATER/SEWER
 CITY OF ATLANTA, DWM (404) 546-0311

GAS
 ATLANTA GAS LIGHT (470) 248-6482

ELECTRIC
 GEORGIA POWER (404) 506-6539
 SAHNEE ELECTRIC (770) 887-2363

WATER/SEWER
 ETOWAH WATER & SEWER (678) 410-2780

UTILITY NOTE
 The utility locations as hereon shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information hereon shown. The contractor shall call "MISS DIG" (1-800-482-7171 or 811) within three working days prior to any excavation. The contractor is responsible for verifying these utility locations prior to construction and shall make every effort to protect and/or relocate them as required. The contractor shall notify the Engineer/Surveyor as soon as possible in the event a discrepancy is found.



- LEGEND**
- TREE LINE
 - STUMP
 - PINE
 - BUSH
 - TREE
 - FOUND SURVEY CORNER
 - SET 1/2" IRON ROD
 - SET WOOD LATH
 - SET P.K. NAIL
 - BENCHMARK
 - SATELLITE DISH
 - AIR CONDITIONING UNIT
 - SOIL BORING
 - MAIL BOX
 - BURIED CABLE LINES
 - BURIED ELECTRIC LINES
 - GAS MAINS
 - SANITARY SEWER LINES
 - STORM SEWER LINES
 - TELEPHONE LINES
 - WATER MAINS
 - NOT FIELD LOCATED
 - MEASURED DIMENSION
 - RECORDED DIMENSION
 - MANHOLE
 - CATCHBASIN
 - CURB CATCHBASIN
 - FIRE HYDRANT
 - WATER VALVE
 - GAS VALVE
 - TELEPHONE POLE
 - POWER POLE
 - POWER AND TELEPHONE POLE
 - GUY ANCHOR AND POLE
 - LIGHT POLE
 - TELEPHONE PEDESTAL
 - ELECTRICAL PEDESTAL
 - CABLE TV PEDESTAL
 - SIGN
 - SPRINKLER
 - RAILROAD SIGNAL
 - TRANSFORMER
 - BARRIER FREE PARKING
 - BITUMINOUS SURFACE
 - CONCRETE SURFACE
 - CONCRETE CURB
 - FENCE LINE
 - OVERHEAD POWER LINES

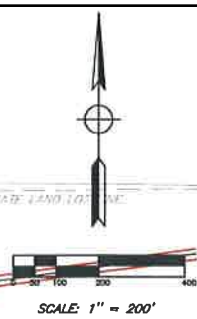
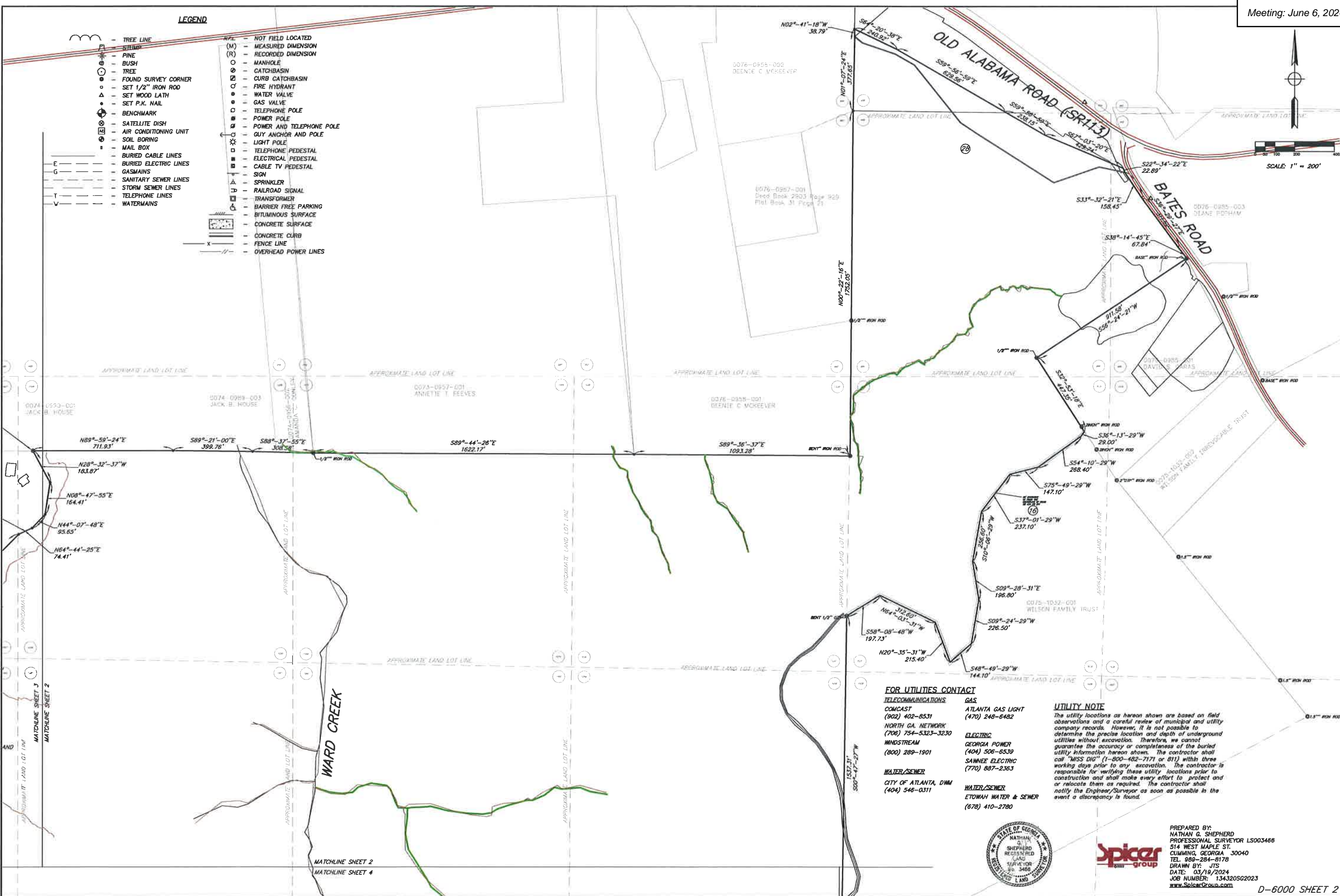


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 DATE: 03/19/2024
 JOB NUMBER: 13432052023
 www.SpicerGroup.com

LEGEND

- TREE LINE
- STAMP
- PINE
- BUSH
- TREE
- FOUND SURVEY CORNER
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- NOT FIELD LOCATED
- MEASURED DIMENSION
- RECORDED DIMENSION
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FOR UTILITIES CONTACT

- | | |
|--|--|
| TELECOMMUNICATIONS | GAS |
| COMCAST (902) 402-8531 | ATLANTA GAS LIGHT (470) 248-6482 |
| NORTH GA. NETWORK (706) 754-5323-3230 | ELECTRIC |
| WINDSTREAM (800) 289-1901 | GEORGIA POWER (404) 506-6539 |
| WATER/SEWER | SAWNEE ELECTRIC (770) 887-2363 |
| CITY OF ATLANTA, DWM (404) 546-0311 | WATER/SEWER |
| | ETOWAH WATER & SEWER (678) 410-2780 |

UTILITY NOTE

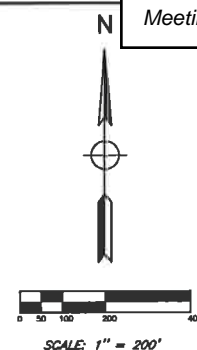
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FOR UTILITIES CONTACT

| | |
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| TELECOMMUNICATIONS | GAS |
| COMCAST (902) 402-8531 | ATLANTA GAS LIGHT (470) 248-6482 |
| NORTH GA. NETWORK (706) 754-5323-3230 | ELECTRIC |
| WINDSTREAM (800) 289-1901 | GEORGIA POWER (404) 506-6539 |
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| WATER/SEWER | WATER/SEWER |
| CITY OF ATLANTA, DWM (404) 546-0311 | ETOWAH WATER & SEWER (678) 410-2780 |



UTILITY NOTE

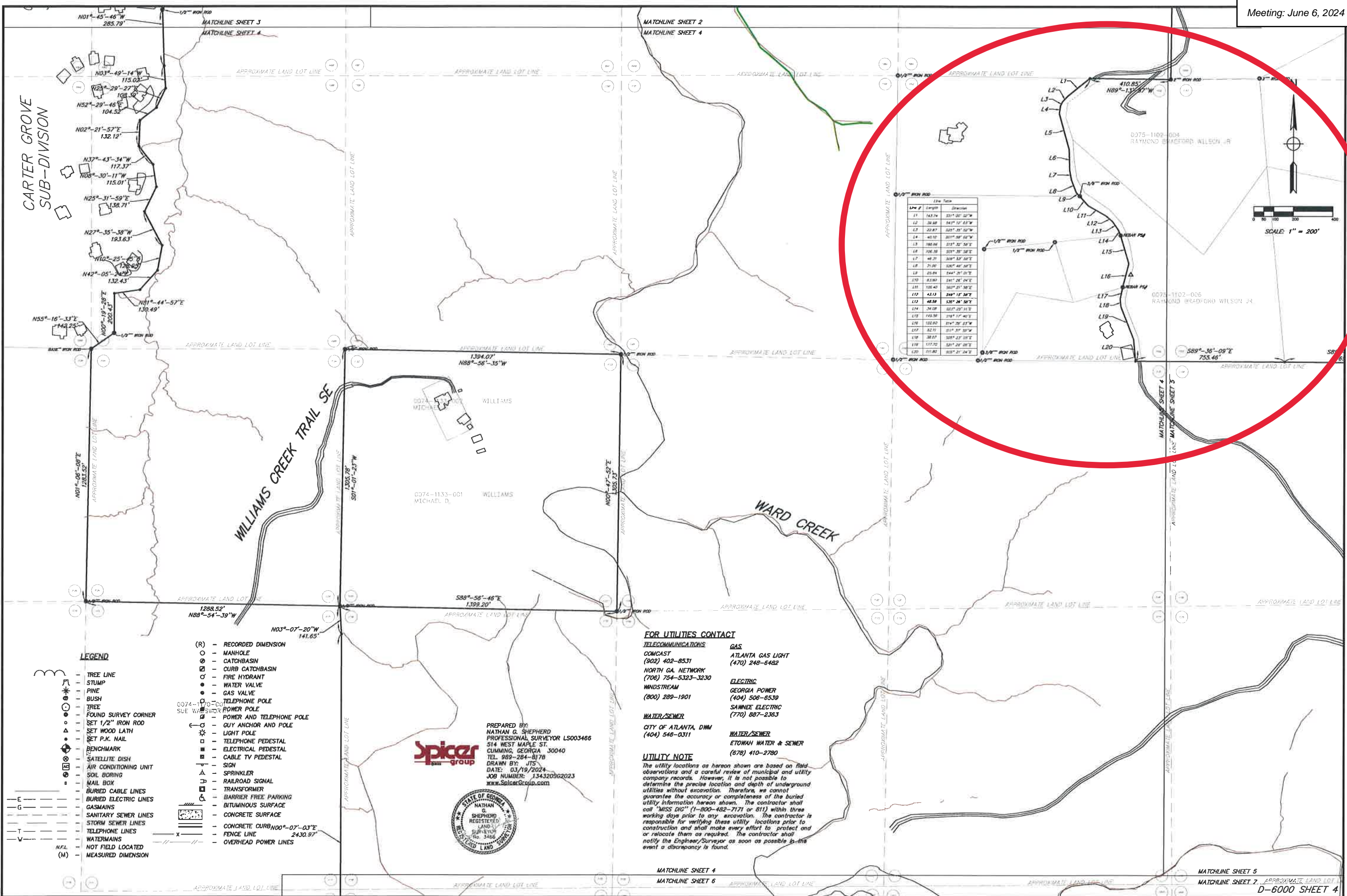
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LEGEND

- TREE LINE
- STUMP
- PINE
- BUSH
- TREE
- FOUND SURVEY CORNER
- SET 1/2" IRON ROD
- SET WOOD LATH
- SET P.K. NAIL
- BENCHMARK
- SATELLITE DISH
- AIR CONDITIONING UNIT
- SOIL BORING
- MAIL BOX
- BURIED CABLE LINES
- BURIED ELECTRIC LINES
- GASMAINS
- SANITARY SEWER LINES
- STORM SEWER LINES
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- RAILROAD SIGNAL
- TRANSFORMER
- BARRIER FREE PARKING
- BITUMINOUS SURFACE
- CONCRETE CURB
- FENCE LINE
- OVERHEAD POWER LINES



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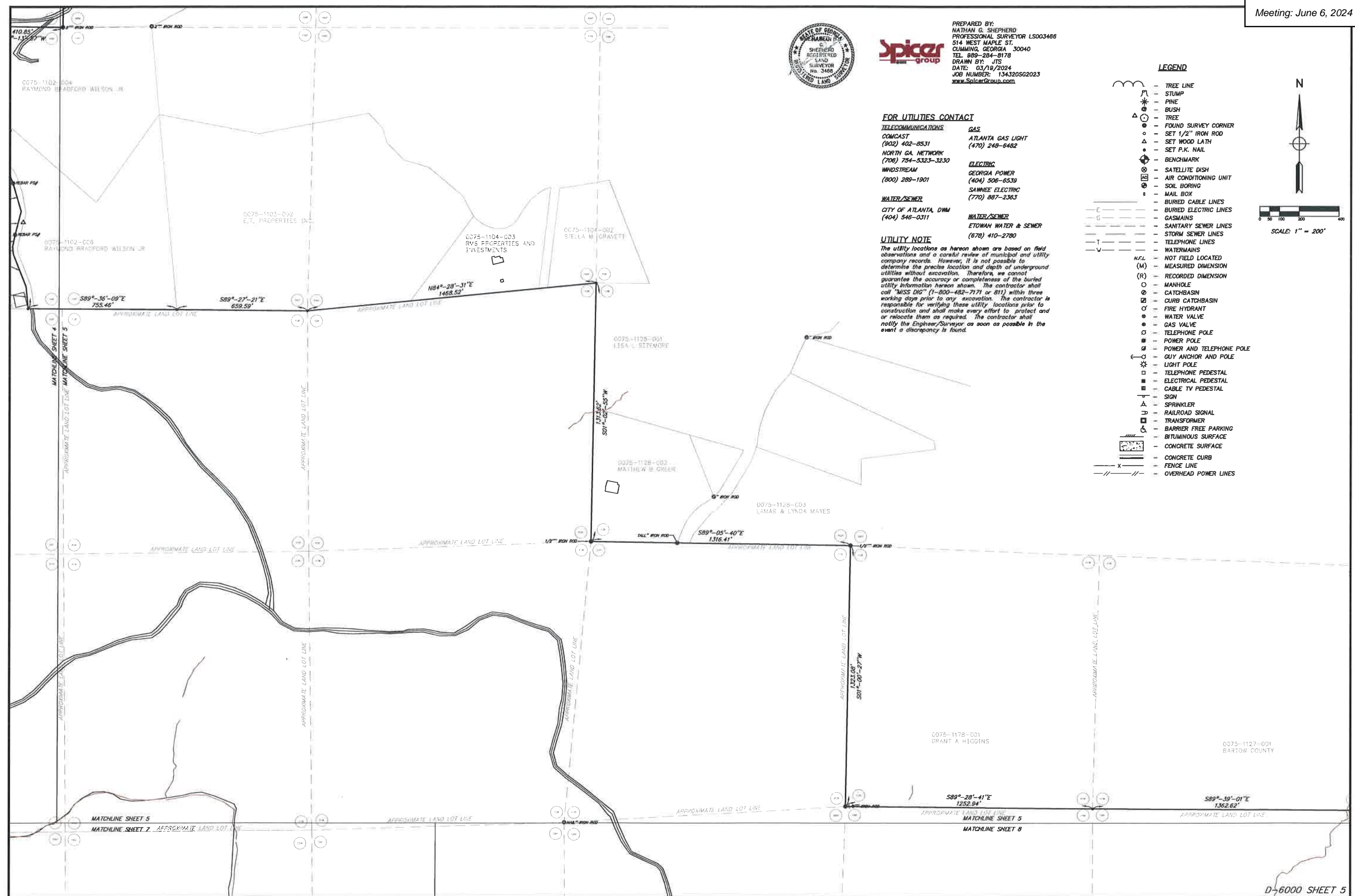
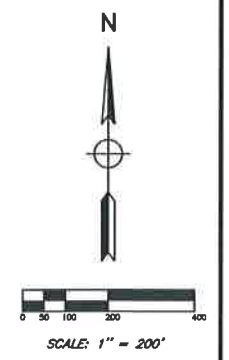
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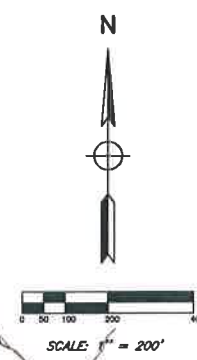
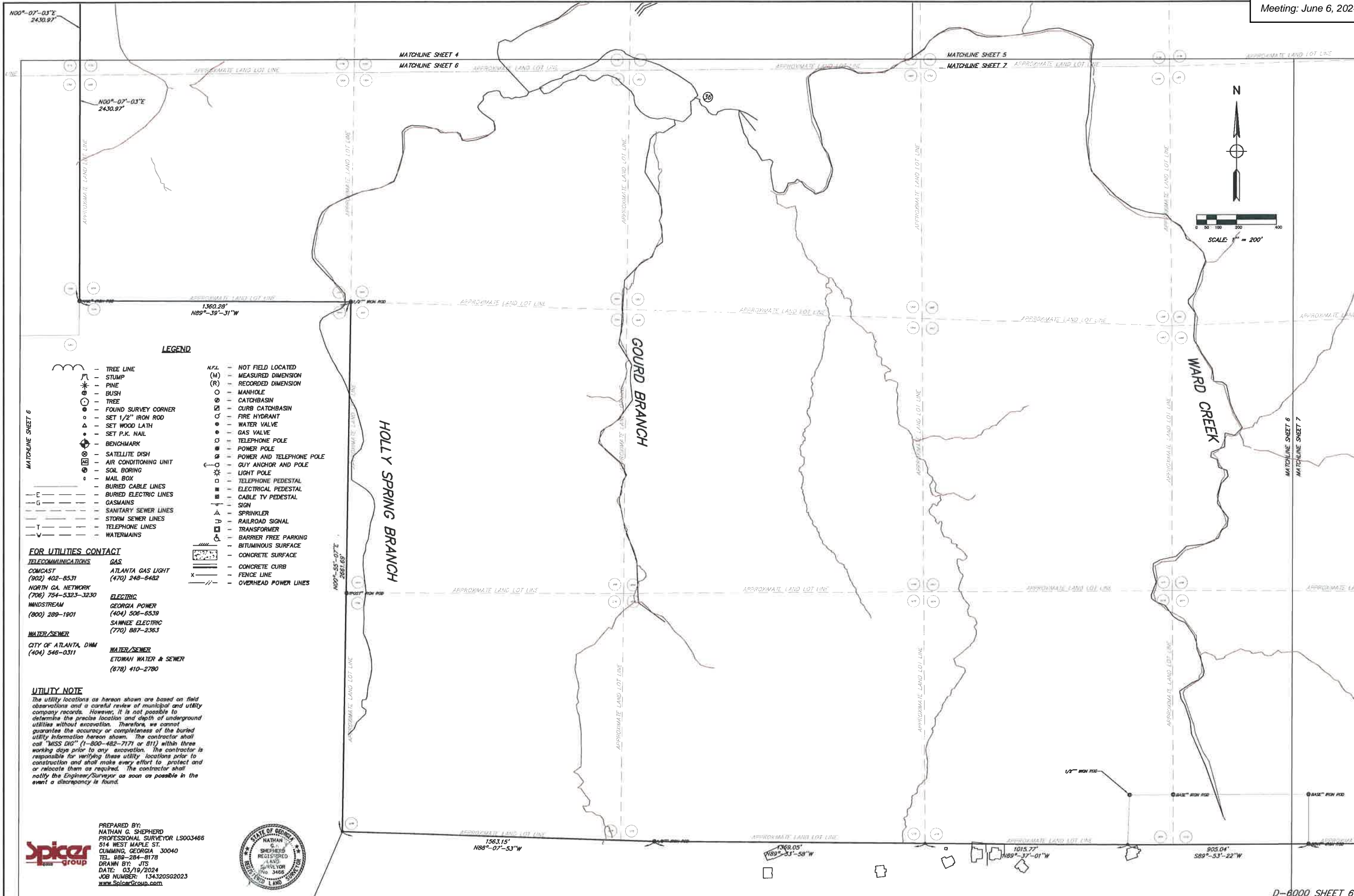
FOR UTILITIES CONTACT

| | |
|--|--|
| TELECOMMUNICATIONS | GAS |
| COMCAST (902) 402-8531 | ATLANTA GAS LIGHT (470) 248-8482 |
| NORTH GA. NETWORK (706) 754-5323-3230 | ELECTRIC |
| WINDSTREAM (800) 289-1901 | GEORGIA POWER (404) 506-8539 |
| WATER/SEWER | SAWNEE ELECTRIC (770) 887-2363 |
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- LEGEND**
- TREE LINE
 - STUMP
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 - TREE
 - FOUND SURVEY CORNER
 - SET 1/2" IRON ROD
 - SET WOOD LATH
 - SET P.K. NAIL
 - BENCHMARK
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 - AIR CONDITIONING UNIT
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 - TRANSFORMER
 - BARRIER FREE PARKING
 - BITUMINOUS SURFACE
 - CONCRETE SURFACE
 - CONCRETE CURB
 - FENCE LINE
 - OVERHEAD POWER LINES





LEGEND

- | | |
|---|---|
| <ul style="list-style-type: none"> TREE LINE STUMP PINE BUSH TREE FOUND SURVEY CORNER SET 1/2" IRON ROD SET WOOD LATH SET P.K. NAIL BENCHMARK SATELLITE DISH AIR CONDITIONING UNIT SOIL BORING MAIL BOX BURIED CABLE LINES BURIED ELECTRIC LINES GAS MAINS SANITARY SEWER LINES STORM SEWER LINES TELEPHONE LINES WATER MAINS | <ul style="list-style-type: none"> NOT FIELD LOCATED MEASURED DIMENSION RECORDED DIMENSION MANHOLE CATCHBASIN CURB CATCHBASIN FIRE HYDRANT WATER VALVE GAS VALVE TELEPHONE POLE POWER POLE POWER AND TELEPHONE POLE GUY ANCHOR AND POLE LIGHT POLE TELEPHONE PEDESTAL ELECTRICAL PEDESTAL CABLE TV PEDESTAL SIGN SPRINKLER RAILROAD SIGNAL TRANSFORMER BARRIER FREE PARKING BITUMINOUS SURFACE CONCRETE SURFACE CONCRETE CURB FENCE LINE OVERHEAD POWER LINES |
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FOR UTILITIES CONTACT

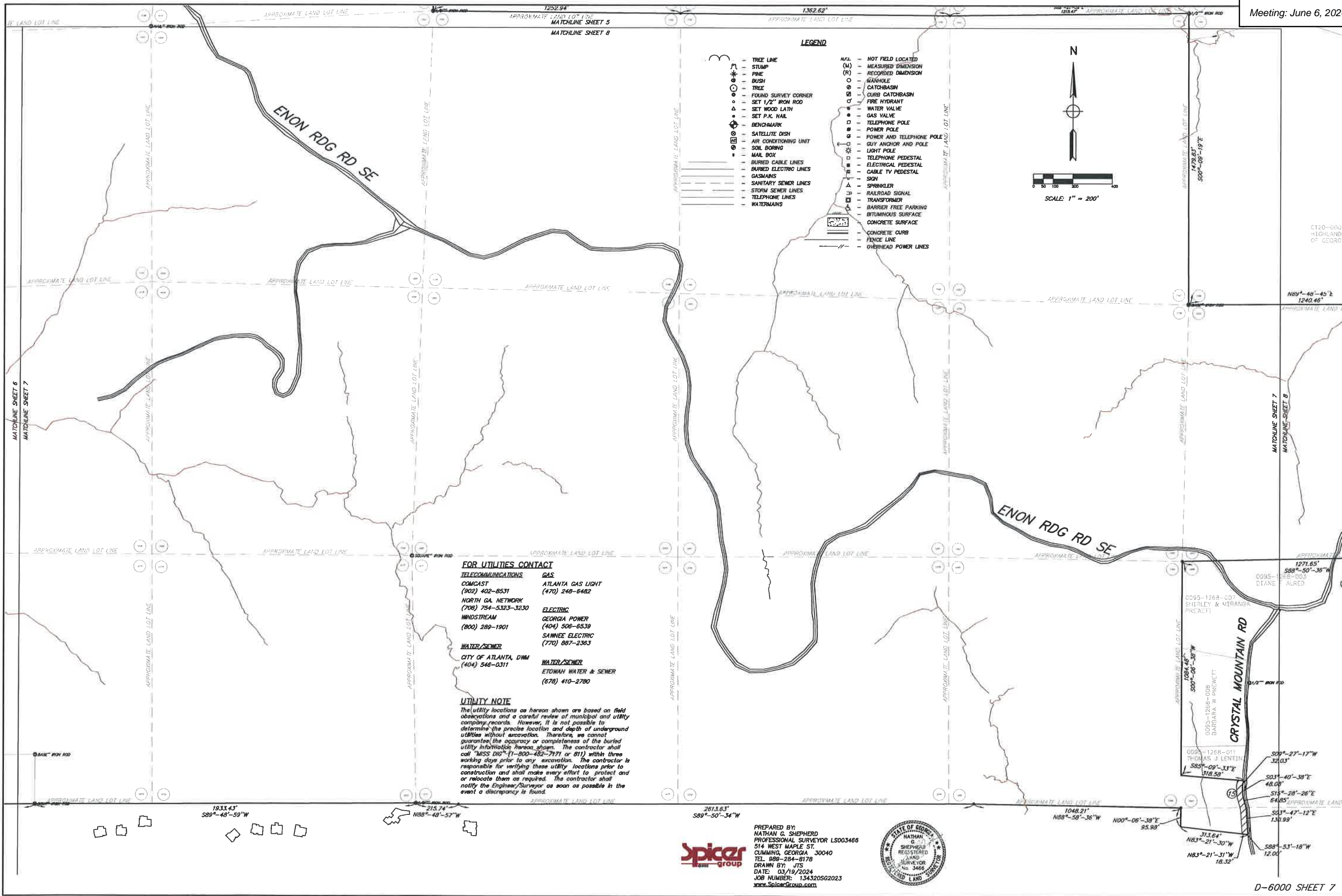
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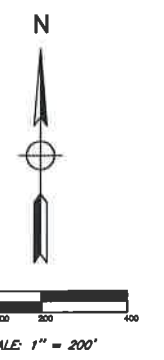
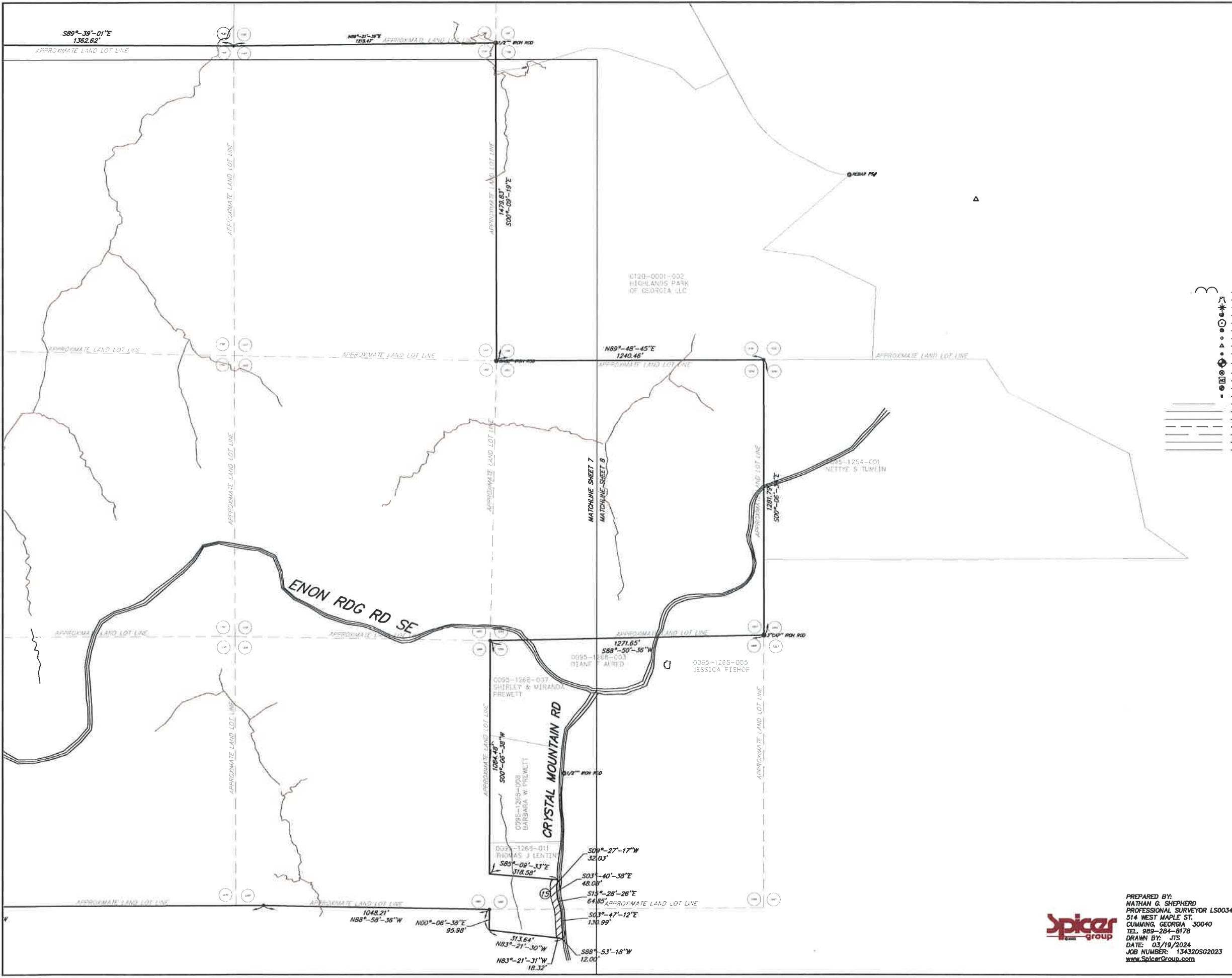
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LEGEND

- TREE LINE
- STUMP
- PINE
- BUSH
- TREE
- FOUND SURVEY CORNER
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- SET WOOD LATH
- SET P.K. NAIL
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- CONCRETE CURB
- FENCE LINE
- OVERHEAD POWER LINES

FOR UTILITIES CONTACT

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 - WINDSTREAM (800) 289-1901
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PARCEL DESCRIPTION (AS FURNISHED PER TITLE COMMITMENT NO. NCS-1173880-HHLV) PARCEL DESCRIPTION (cont.)

PARCEL B: [IDENTIFIED AS TRACT 5] ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 959, 985, 986, 1027, 1028, 1029, 1030, 1031, 1059, 1060, 1061, 1062, 1099, 1100, 1101, 1129, 1130, 1131, 1132, 1134, 1172, 1173, 1174, 1175, 1176, 1177, 1180, 1181, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275 AND 1276, 4TH DISTRICT, 3RD SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA CONTAINING 2080.488 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE WEST LINE OF LAND LOT 959 WITH THE SOUTH RIGHT-OF-WAY OF OLD ALABAMA ROAD (R/W VARIES); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1362.40 FEET AND AN ARC LENGTH OF 90.99 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 78 DEGREES 25 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 90.97 FEET ALONG THE SOUTH RIGHT-OF-WAY OF OLD ALABAMA ROAD TO A POINT; THENCE NORTH 13 DEGREES 28 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 20.00 FEET ALONG AN OFFSET IN SAID SOUTH RIGHT-OF-WAY TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1362.40 FEET AND AN ARC LENGTH OF 386.04 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 68 DEGREES 31 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 384.78 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE SOUTH 29 DEGREES 28 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 20.00 FEET ALONG AN OFFSET IN SAID RIGHT-OF-WAY TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1362.40 FEET AND AN ARC LENGTH OF 179.14 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 56 DEGREES 45 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 179.01 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE SOUTH 52 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 311.66 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE SOUTH 37 DEGREES 00 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 10.00 FEET ALONG AN OFFSET IN SAID RIGHT-OF-WAY TO A POINT; THENCE SOUTH 52 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 300.00 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE SOUTH 52 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 29.96 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE SOUTH 52 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 178.40 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 878.51 FEET AND AN ARC LENGTH OF 44.69 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 54 DEGREES 26 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 44.69 FEET ALONG SAID RIGHT-OF-WAY TO A POINT AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY WITH THE WEST RIGHT-OF-WAY OF BATES ROAD (RIGHT-OF-WAY VARIES AT THIS POINT); THENCE SOUTH 23 DEGREES 26 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 178.38 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO A POINT; THENCE NORTH 49 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 9.17 FEET ALONG AN OFFSET IN SAID WEST RIGHT-OF-WAY TO A POINT (R/W 40 FEET AT THIS POINT); THENCE SOUTH 33 DEGREES 49 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 160.88 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO A POINT; THENCE SOUTH 36 DEGREES 33 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 311.62 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO A POINT; THENCE SOUTH 36 DEGREES 33 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 73.10 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO AN IRON PIN PLACED; THENCE SOUTH 56 DEGREES 18 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 911.69 FEET LEAVING SAID RIGHT-OF-WAY TO AN IRON PIN FOUND; THENCE SOUTH 33 DEGREES 12 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 441.47 FEET TO A POINT, WHICH POINT IS SOUTH 36 DEGREES 09 MINUTES 01 SECOND EAST A DISTANCE OF 22.65 FEET FROM AN IRON PIN FOUND; THENCE ALONG THE CENTERLINE OF AN OLD ROAD AND THE FOLLOWING COURSES AND DISTANCES: SOUTH 36 DEGREES 09 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 29.00 FEET; SOUTH 54 DEGREES 06 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 268.40 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 147.10 FEET; SOUTH 36 DEGREES 57 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 237.10 FEET; SOUTH 10 DEGREES 02 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 265.60 FEET; SOUTH 08 DEGREES 32 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 196.80 FEET; SOUTH 08 DEGREES 02 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 226.50 FEET; SOUTH 48 DEGREES 45 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 144.10 FEET; NORTH 20 DEGREES 39 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 215.40 FEET; NORTH 64 DEGREES 07 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 312.60 FEET; SOUTH 64 DEGREES 28 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 182.27 FEET TO A POINT, WHICH POINT IS NORTH 00 DEGREES 42 MINUTES 43 SECONDS EAST A DISTANCE OF 20.51 FEET FROM AN IRON PIN FOUND; THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 00 DEGREES 42 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 1561.02 FEET ALONG THE EAST LINE OF LAND LOTS 1030 AND 1059 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LAND LOT 1059; THENCE NORTH 89 DEGREES 18 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 1383.32 FEET ALONG THE NORTH LINE OF LAND LOT 1059 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT; THENCE SOUTH 00 DEGREES 44 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 1442.62 FEET ALONG THE EAST LINE OF LAND LOT 1101 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT; THENCE SOUTH 89 DEGREES 41 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 1225.89 FEET ALONG THE NORTH LINE OF LAND LOT 1131 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT; THENCE SOUTH 89 DEGREES 40 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 755.46 FEET ALONG THE NORTH LINE OF LAND LOT 1130 TO AN IRON PIN FOUND; THENCE SOUTH 89 DEGREES 31 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 659.59 FEET ALONG THE NORTH LINE OF SAID LAND LOT 1130 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT; THENCE NORTH 84 DEGREES 24 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 1468.52 FEET ALONG THE NORTH LINE OF LAND LOT 1129 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT; THENCE SOUTH 00 DEGREES 54 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 1316.93 FEET ALONG THE EAST LINE OF LAND LOT 1129 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT; THENCE SOUTH 89 DEGREES 06 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 1316.79 FEET ALONG THE NORTH LINE OF LAND LOT 1177 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT; THENCE SOUTH 00 DEGREES 59 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 1323.45 FEET ALONG THE EAST LINE OF LAND LOT 1177 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT; THENCE SOUTH 89 DEGREES 47 SECONDS EAST FOR A DISTANCE OF 1252.65 FEET ALONG THE NORTH LINE OF LAND LOT 1199 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 1362.62 FEET ALONG THE NORTH LINE OF LAND LOT 1198 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT; THENCE NORTH 00 DEGREES 29 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 1239.35 FEET ALONG THE WEST LINE OF LAND LOT 1180 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LAND LOT; THENCE SOUTH 89 DEGREES 35 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 457.81 FEET ALONG THE NORTH LINE OF LAND LOT 1180 TO AN IRON PIN FOUND; THENCE SOUTH 89 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 262.52 FEET ALONG THE NORTH LINE OF LAND LOT 1180 TO AN IRON PIN FOUND; THENCE SOUTH 89 DEGREES 32 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 165.46 FEET ALONG THE NORTH LINE OF LAND LOT 1180 TO AN IRON PIN FOUND; THENCE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 822.67 FEET ALONG THE NORTH LINE OF LAND LOTS 1180 AND 1191 TO AN IRON PIN FOUND ON THE WEST RIGHT-OF-WAY OF BATES ROAD (40' R/W); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 594.54 FEET AND AN ARC LENGTH OF 32.74 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 03 DEGREES 00 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 32.74 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO A POINT; THENCE SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 77.89 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT; THENCE SOUTH 06 DEGREES 22 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 354.18 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 444.66 FEET AND AN ARC LENGTH OF 263.43 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 23 DEGREES 20 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 263.59 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT; THENCE SOUTH 40 DEGREES 19 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 181.20 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1240.43 FEET AND AN ARC LENGTH OF 246.76 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 34 DEGREES 37 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 246.35 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT; THENCE SOUTH 28 DEGREES 55 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 538.35 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 533.02 FEET AND AN ARC LENGTH OF 319.60 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 46 DEGREES 06 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 314.83 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT; THENCE SOUTH 63 DEGREES 16 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 125.99 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 610.00 FEET AND AN ARC LENGTH OF 143.35 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 69 DEGREES 55 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 143.02 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT; THENCE SOUTH 49 DEGREES 50 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 521.80 FEET LEAVING SAID WEST RIGHT-OF-WAY TO AN IRON PIN FOUND; THENCE SOUTH 81 DEGREES 52 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 234.68 FEET TO AN IRON PIN FOUND; THENCE SOUTH 64 DEGREES 28 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 321.87 FEET TO AN IRON PIN FOUND; THENCE SOUTH 02 DEGREES 32 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 344.92 FEET TO AN IRON PIN FOUND ON THE SOUTH LINE OF LAND LOT 1195; THENCE SOUTH 89 DEGREES 06 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 504.39 FEET ALONG THE SOUTH LINE OF LAND LOT 1195 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT; THENCE SOUTH 00 DEGREES 05 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 1282.42 FEET ALONG THE EAST LINE OF LAND LOT 1253 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT; THENCE SOUTH 89 DEGREES 18 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 1268.59 FEET ALONG THE SOUTH LINE OF LAND LOT 1253 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT; THENCE SOUTH 00 DEGREES 02 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 1084.48 FEET ALONG THE EAST LINE OF LAND LOT 1289 TO AN IRON PIN FOUND; THENCE SOUTH 85 DEGREES 14 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 318.58 FEET TO A POINT IN THE CENTER OF CRYSTAL MOUNTAIN ROAD (A 60 FOOT INGRESS-EGRESS EASEMENT), WHICH POINT IS SOUTH 85 DEGREES 14 MINUTES 01 SECOND EAST A DISTANCE OF 18.00 FEET FROM AN IRON PIN FOUND; THENCE SOUTH 09 DEGREES 22 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 32.03 FEET ALONG THE CENTERLINE OF SAID ROAD TO A POINT; THENCE SOUTH 03 DEGREES 06 SECONDS EAST FOR A DISTANCE OF 48.08 FEET ALONG THE CENTERLINE OF SAID ROAD TO A POINT; THENCE SOUTH 15 DEGREES 32 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 64.85 FEET ALONG THE CENTERLINE OF SAID ROAD TO A POINT; THENCE SOUTH 03 DEGREES 51 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 130.99 FEET ALONG THE CENTERLINE OF SAID ROAD TO A POINT; THENCE SOUTH 88 DEGREES 48 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 12.00 FEET LEAVING SAID CENTERLINE TO AN IRON PIN FOUND; THENCE NORTH 83 DEGREES 25 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 331.96 FEET ALONG THE SOUTH LINE OF LAND LOT 1268 AND THE LINE BETWEEN BARTOW COUNTY AND PAULDING COUNTY TO AN IRON PIN FOUND; THENCE NORTH 00 DEGREES 02 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 95.97 FEET ALONG THE WEST LINE OF LAND LOT 1268 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LAND LOT 1269; THENCE NORTH 89 DEGREES 03 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 1048.21 FEET ALONG THE SOUTH LINE OF LAND LOT 1269 AND THE COUNTY LINE TO AN IRON PIN FOUND; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 2613.63 FEET ALONG THE SOUTH LINE OF LAND LOT 1269, 1270, 1271 AND THE COUNTY LINE TO AN IRON PIN FOUND; THENCE SOUTH 89 DEGREES 39 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 220.98 FEET ALONG THE SOUTH LINE OF LAND LOT 1271 AND THE COUNTY LINE TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 1933.49 FEET ALONG THE SOUTH LINE OF LAND LOTS 1272, 1273 AND THE COUNTY LINE TO AN IRON PIN FOUND; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 899.69 FEET ALONG THE SOUTH LINE OF LAND LOT 1273, 1274 AND THE COUNTY LINE TO AN IRON PIN FOUND; THENCE NORTH 89 DEGREES 39 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 1021.40 FEET ALONG THE SOUTH LINE OF LAND LOT 1274 AND THE COUNTY LINE TO AN IRON PIN PLACED; THENCE NORTH 89 DEGREES 39 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 1358.83 FEET ALONG THE SOUTH LINE OF LAND LOTS 1274, 1275 AND THE COUNTY LINE TO AN IRON PIN PLACED; THENCE NORTH 88 DEGREES 12 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 1557.74 FEET ALONG THE SOUTH LINE OF LAND LOTS 1275, 1276 AND THE COUNTY LINE TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LAND LOT 1276; THENCE NORTH 00 DEGREES 47 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 2662.97 FEET ALONG THE WEST LINE OF LAND LOTS 1276 AND 1245 AND LEAVING THE COUNTY LINE TO AN IRON PIN PLACED AT THE NORTHWEST CORNER OF LAND LOT 1245; THENCE NORTH 89 DEGREES 39 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 1360.16 FEET ALONG THE SOUTH LINE OF LAND LOT 1205 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT; THENCE NORTH 00 DEGREES 05 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 2427.98 FEET ALONG THE WEST LINE OF LAND LOTS 1205 AND 1172 TO AN IRON PIN FOUND; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 144.98 FEET ALONG THE WEST LINE OF LAND LOT 1172 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 1172; THENCE SOUTH 88 DEGREES 57 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 1399.20 FEET ALONG THE NORTH LINE OF LAND LOT 1172 TO AN IRON PIN PLACED AT THE NORTHEAST CORNER OF SAID LAND LOT; THENCE NORTH 00 DEGREES 47 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 1306.91 FEET ALONG THE WEST LINE OF LAND LOT 1132 TO AN IRON PIN PLACED AT THE NORTHWEST CORNER OF SAID LAND LOT; THENCE NORTH 88 DEGREES 59 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 1394.60 FEET ALONG THE SOUTH LINE OF LAND LOT 1100 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT; THENCE SOUTH 00 DEGREES 59 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 1305.90 FEET ALONG THE EAST LINE OF LAND LOT 1134 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT; THENCE NORTH 88 DEGREES 57 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 1288.73 FEET ALONG THE SOUTH LINE OF LAND LOT 1134 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT; THENCE NORTH 00 DEGREES 20 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 1279.80 FEET ALONG THE WEST LINE OF LAND LOT 1134 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LAND LOT; THENCE SOUTH 88 DEGREES 44 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 15.21 FEET ALONG THE NORTH LINE OF LAND LOT 1134 TO THE SOUTHEAST CORNER OF LOT 1213, PHASE I, SECTION E, CARTER GROVE PLANTATION; THENCE NORTH 55 DEGREES 12 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 142.25 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 1213 TO A POINT; THENCE NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 200.43 FEET ALONG THE EAST LINE OF SAID SECTION TO A POINT; THENCE NORTH 81 DEGREES 40 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 130.49 FEET ALONG THE SOUTH LINE OF LOT 1195 OF SAID SECTION TO A POINT; THENCE NORTH 42 DEGREES 00 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 132.43 FEET ALONG THE EAST LINE OF LOT 1194 OF SAID SECTION TO A POINT; THENCE NORTH 10 DEGREES 21 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 128.95 FEET ALONG THE EAST LINE OF LOT 1194 OF SAID SECTION TO A POINT; THENCE NORTH 27 DEGREES 02 SECONDS WEST FOR A DISTANCE OF 193.63 FEET ALONG THE EAST LINE OF LOT 1193 OF SAID SECTION TO A POINT; THENCE NORTH 25 DEGREES 27 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 138.71 FEET ALONG THE EAST LINE OF LOT 1191 OF SAID SECTION TO A POINT; THENCE NORTH 08 DEGREES 34 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 115.01 FEET ALONG THE EAST LINE OF LOT 1191 OF SAID SECTION TO A POINT; THENCE NORTH 37 DEGREES 48 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 117.37 FEET ALONG THE EAST LINE OF LOT 1190 OF SAID SECTION TO A POINT; THENCE NORTH 02 DEGREES 17 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 132.12 FEET ALONG THE GREEN SPACE TRACT BETWEEN LOT 1190 OF SAID SECTION AND LOT 1175, PHASE I, SECTION D, CARTER GROVE PLANTATION;

PARCEL DESCRIPTION (cont.)

THENCE NORTH 53 DEGREES 17 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 105.87 FEET ALONG THE EAST LINE OF LOT 1174 OF SECTION D TO A POINT; THENCE NORTH 24 DEGREES 20 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 107.95 FEET ALONG THE EAST LINE OF LOT 1174 OF SAID SECTION TO A POINT; THENCE NORTH 03 DEGREES 53 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 115.02 FEET ALONG THE EAST LINE OF LOT 1173 OF SAID SECTION TO A POINT; THENCE NORTH 01 DEGREES 27 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 285.59 FEET ALONG THE EAST LINE OF THE GREEN SPACE TRACT BETWEEN LOT 1173 OF SAID SECTION AND LOT 1158, PHASE I, SECTION D, CARTER GROVE PLANTATION; THENCE NORTH 30 DEGREES 09 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 137.39 FEET ALONG THE EAST LINE OF LOT 1157 SECTION D TO A POINT; THENCE NORTH 30 DEGREES 09 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 77.11 FEET ALONG THE EAST LINE OF LOT 1156 SAID SECTION TO A POINT; THENCE NORTH 05 DEGREES 21 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 113.13 FEET ALONG THE EAST LINE OF LOT 1155 SAID SECTION TO A POINT; THENCE NORTH 19 DEGREES 44 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 101.46 FEET ALONG THE EAST LINE OF LOT 1155 SAID SECTION TO A POINT; THENCE NORTH 47 DEGREES 33 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 102.74 FEET ALONG THE NORTHEAST LINE OF LOT 1154 SAID SECTION TO A POINT; THENCE NORTH 74 DEGREES 20 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 110.10 FEET ALONG THE NORTHEAST LINE OF LOT 1154 SAID SECTION TO A POINT; THENCE NORTH 45 DEGREES 35 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 313.18 FEET ALONG THE NORTHEAST LINE OF THE GREEN SPACE TRACT BETWEEN LOT 1153 SECTION D AND LOT 1068, PHASE I, SECTION B, CARTER GROVE PLANTATION TO A POINT; THENCE NORTH 33 DEGREES 53 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 187.84 FEET ALONG THE EAST LINE OF LOTS 1068 AND 1067 OF SECTION B TO A POINT ON THE SOUTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD (R/W VARIES); THENCE SOUTH 73 DEGREES 36 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 57.88 FEET ALONG THE SOUTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD TO A POINT; THENCE SOUTH 73 DEGREES 38 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 195.58 FEET ALONG THE SOUTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD TO A POINT; THENCE NORTH 16 DEGREES 21 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 110.00 FEET ALONG THE PRESENT END OF CARTER GROVE BOULEVARD TO A POINT; THENCE NORTH 73 DEGREES 38 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 26.74 FEET ALONG THE NORTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD TO A POINT; THENCE NORTH 72 DEGREES 24 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 140.99 FEET ALONG THE NORTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD TO A POINT; THENCE NORTH 30 DEGREES 09 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 202.09 FEET ALONG THE EAST LINE OF LOTS 1068 AND 1064, PHASE I, SECTION A, CARTER GROVE PLANTATION TO A POINT; THENCE NORTH 10 DEGREES 31 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 164.41 FEET ALONG THE EAST LINE OF LOT 1063 SAID SECTION TO A POINT; THENCE NORTH 14 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 77.83 FEET ALONG THE EAST LINE OF THE GREEN SPACE TRACT BETWEEN LOTS 1062 AND 1053 OF SAID SECTION TO A POINT; THENCE SOUTH 83 DEGREES 21 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 469.35 FEET ALONG THE SOUTH LINE OF LOTS 1049, 1050, 1051, 1052 AND 1053 OF SAID SECTION TO A POINT; THENCE NORTH 44 DEGREES 50 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 495.04 FEET ALONG THE SOUTHEAST LINE OF LOTS 1042, 1043, 1044, 1045, 1046, 1047 AND 1048 OF SAID SECTION TO A POINT; THENCE NORTH 64 DEGREES 39 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 74.41 FEET ALONG THE SOUTHEAST LINE OF LOT 1041 OF SAID SECTION TO A POINT; THENCE NORTH 44 DEGREES 03 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 95.65 FEET ALONG THE SOUTHEAST LINE OF LOT 1040 OF SAID SECTION TO A POINT; THENCE NORTH 08 DEGREES 43 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 164.41 FEET ALONG THE EAST LINE OF LOT 1039 OF SAID SECTION TO A POINT; THENCE NORTH 26 DEGREES 14 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 182.72 FEET ALONG THE EAST LINE OF LOT 1038 OF SAID SECTION TO A POINT; THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 704.67 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 399.76 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 15 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 312.67 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 1618.04 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 49 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 1097.19 FEET TO AN IRON PIN; THENCE NORTH 00 DEGREES 16 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 1751.94 FEET ALONG THE WEST LINE OF LAND LOTS 1031 AND 986 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 986; THENCE NORTH 00 DEGREES 46 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 623.27 FEET ALONG THE WEST LINE OF LAND LOT 959 TO AN IRON PIN FOUND ON THE SOUTH RIGHT-OF-WAY OF OLD ALABAMA ROAD AND THE POINT OF BEGINNING.

SCHEDULE B-2 EXCEPTIONS

- 12. Reservation of mineral rights, together with ingress and egress [Land Lot 1199] contained in Indenture between Frank D. Smith, Fred W. Knight and Wilson M. Hardy and C. C. Pittman, dated November 9, 1946, filed for record November 14, 1946, and recorded in Deed Book 86, Page 248, Bartow County, Georgia records.
13. Easement for Construction and Maintenance of Flood-Retarding Structures from C. C. Pittman to Coosa River Soil Conservation District, dated February 12, 1954, filed for record November 8, 1954, and recorded in Deed Book 102, Page 510, as corrected by Warranty Deed, from C. C. Pittman to Coosa River Soil Conservation District, dated July 29, 1965, and recorded in Book 148, Page 74, aforesaid records.
14. Terms and provisions of easements reserved, together with easements granted in Warranty Deed from Claude C. Pittman to Leland H. Bagwell dated August 2, 1965, and recorded in Deed Book 148, Page 95, aforesaid records. (No description provided, unable to locate)
15. Terms and provisions of easements reserved, together with easements granted in Warranty Deed from Kraft Land Services, Inc. to Arthur Wayne Singleton dated November 22, 1978, filed for record December 11, 1978, and recorded in Deed Book 343, Page 150, aforesaid records. (Affects as shown)
16. Terms and provisions of Agreement between Bagwell & Stewart, Inc., and N. G. R. Investments, Inc., of Forsyth County, Georgia and Hansel and Waldon Thacker, dated August 5, 1982, filed for record November 16, 1982, and recorded in Deed Book 434, Page 370, aforesaid records. (see plot recorded in Plat Book 25, Page 153, aforesaid records)
17. Terms and provisions of Easement Agreement by and among N.G.R. Investments, Inc., formerly known as Bagwell and Stewart, Inc., a Georgia Corporation, John C. Dramey, Stanley Dromeay, Christine Dromeay, Vaughn Lorne Mizell, Gims and Frank H. Bursch and Anita May Sharif and Charles Lee Andrews, Jr., dated September 28, 1984, filed for record October 1, 1984, and recorded in Deed Book 470, Page 109, aforesaid records. (See 16)
18. Development Agreement by and between Dennis C. McKeever and Carter Grove Plantation, LLC, a Georgia limited liability company, dated May 5, 2004, filed for record September 6, 2005, and recorded in Deed Book 1966, Page 367, aforesaid records.
19. Easement from Steve Simpson to Georgia Power Company, dated November 14, 2005, filed for record January 11, 2006, and recorded in Deed Book 2014, Page 1018, aforesaid records. (Does not affect)
20. Easement from Simpson Family, LLC to Georgia Power Company, dated September 28, 2005, filed for record January 11, 2006, and recorded in Deed Book 2014, Page 1020, aforesaid records. (Does not affect)
21. Easement from Steve Simpson to the City of Cartersville, a municipal corporation of the State of Georgia, dated February 7, 2006, filed for record February 9, 2006, and recorded in Deed Book 2024, Page 251, aforesaid records. (Does not affect)

SCHEDULE B-2 EXCEPTIONS (cont.)

- TITLE COMMITMENT NO. NCS-1173880-HHLV EFFECTIVE DATE: APRIL 19, 2023
22. Certificate of Dedication and Maintenance Agreement by and between Steve Simpson, LLC and the City of Cartersville, Georgia, a municipal corporation, dated May 2006, filed for record June 23, 2006, and recorded in Deed Book 2075, Page 765, aforesaid records; as amended by Amended Certificate of Dedication and Maintenance Agreement from Steve Simpson and Carter Grove Plantation, LLC to the City of Cartersville, Georgia, a municipal corporation, dated July 6, 2006, filed for record July 11, 2006, and recorded in Deed Book 2082, Page 195, aforesaid records. (A legal description was not attached to either document. (Does not affect)
23. Restrictive Use Agreement by Steve Simpson, Simpson Family, LLC, a Georgia limited liability company and Carter Grove Plantation, LLC, a Georgia limited liability company, Carter Grove Commons, LLC, a Georgia limited liability company and Mayfair Development, LLC, a Georgia limited liability company, dated January 15, 2008, filed for record January 16, 2008, and recorded in Deed Book 2284, Page 143, aforesaid records. (Does not affect)
24. Easements conveyed in Quit-Claim Deed between Mary J. Simpson, as Executrix of the Estate of Steve Simpson and Bartow County Water Department, dated October 1, 2009, filed for record October 2, 2009, and recorded in Deed Book 2387, Page 750, aforesaid records; as corrected by Corrective Quitclaim Deed by on aforesaid records by Elizabeth W. Quinn of Kipatrick Townsend Stockton LLP, dated December 8, 2010, filed for record, December 8, 2010, and recorded in Deed Book 3328, Page 514, aforesaid records. (Does not affect)
25. Terms and provisions of Reciprocal Easement and Operating Agreement by and between Plantation Golf Club, LLC, a Georgia limited liability company and Carter Grove Plantation, LLC, a Georgia limited liability company, dated December 8, 2010, filed for record December 8, 2010, and recorded in Deed Book 2452, Page 830, aforesaid records; as affected by Amended and Restated Reciprocal Easement and Operating Agreement from Echeler Golf Management, LLC, a Georgia limited liability company to Carter Grove (Atlanta) ASL V, L.L.L.P., a Delaware limited liability company, dated April 9, 2012, filed for record, April 9, 2012, and recorded in Deed Book 2528, Page 380, aforesaid records; as affected by Amended and Restated Reciprocal Easement and Operating Agreement by Elizabeth W. Quinn of Kipatrick Townsend Stockton LLP, dated December 8, 2010, filed for record, December 8, 2010, and recorded in Deed Book 3328, Page 514, aforesaid records. (Does not affect)
26. Agreement Regarding Future Conveyances by and between Carter Grove (Atlanta) ASL V, L.L.L.P., a Delaware limited liability company and Walnut Grove Plantation, Inc., a Georgia corporation, dated December 8, 2010, filed for record December 8, 2010, and recorded in Deed Book 2452, Page 943, aforesaid records. (Does not affect)
27. Easements acquired pursuant to Amended Order and Judgment entered in Docket No. 15-CV-1128, Superior Court of Bartow County, Georgia, styled Department of Transportation vs. 2.883 acres of land; and certain easement rights; and Carter Grove (Atlanta) SAL V, L.L.L.P., individually, dated August 28, 2015, filed for record September 2, 2015, and recorded in Deed Book 2783, Page 853, aforesaid records. (Does not affect)
28. Easements acquired pursuant to Amended Order and Judgment entered in Docket No. 15-CV-1129, Superior Court of Bartow County, Georgia, styled Department of Transportation vs. 2.883 acres of land; and certain easement rights; and Carter Grove (Atlanta) SAL V, L.L.L.P.; Wells Fargo Bank, National Association, individually, dated August 28, 2015, filed for record September 2, 2015, and recorded in Deed Book 2783, Page 864, aforesaid records.
29. Easement from Carter Grove (Atlanta) ASL V LLP to Georgia Power Company, dated December 12, 2016, filed for record February 6, 2017, and recorded in Deed Book 2897, Page 264, aforesaid records. (Does not affect)
30. Easement from Carter Grove (Atlanta) ASL V LLP to Georgia Power Company, dated December 12, 2016, filed for record February 6, 2017, and recorded in Deed Book 2897, Page 267, aforesaid records. (Does not affect)
31. Terms and provisions of easements reserved, together with easements granted in Limited Warranty Deed by and between Carter Grove (Atlanta) ASL V L.L.L.P., a Delaware limited liability partnership and Albert Meek, an individual resident of the State of Georgia, dated December 6, 2019, filed for record December 17, 2019, and recorded in Deed Book 3148, Page 222, aforesaid records. (Does not affect)
32. Sanitary Sewerline Easement from Carter Grove (Atlanta) ASL V LLP to Bartow County, Georgia, dated November 17, 2022, filed for record December 2, 2022, and recorded in Deed Book 3515, Page 978, aforesaid records. (Does not affect)
33. Exception is taken to any consequences arising from the failure of the Bartow County Tax Assessor to properly assess Tax Map Reference Number C107-0001-015 in conformity with the legal description of record. Note: Property conveyed in Quit-Claim Deed between Mary J. Simpson, as Executrix of the Estate of Steve Simpson and Bartow County Water Department, recorded in Deed Book 2387, Page 750, aforesaid records; as corrected by Corrective Quitclaim recorded in Deed Book 2449, Page 359, aforesaid records, should not be included in the depiction of said Tax Map Reference Number. (Does not affect)
34. Exception is taken to the rights of other in and to the following roads that are located on Parcel B of subject property: Enon Ridge Road; Crystal Mountain Road; an unpaved road located in Land Lot 1133 and Land Lot 1134; and an old unpaved road located in Land Lots 986, 1030, 1031 and 1059. (Does not affect)
35. Exception is taken to the rights of other in and to a lake located in the north east portion of Parcel B. (Does not affect)
36. Rights, interests, and easements of any and all person(s) or legal entity (ies) who have buried lots or parts of buried lots located on the premises of a cemetery, including an easement of ingress and egress to and from grave lots over driveways, alleys, walks, and other ways of access, located on Parcel A of subject property.
37. Matters shown on plat recorded in Plat Book 4, Page 101, aforesaid records. (Does not affect)
38. Matters shown on plat recorded in Plat Book 14, Page 104, aforesaid records (Unable to read document)
39. Matters shown on plat recorded in Plat Book 22, Page 70, aforesaid records. (Does not affect)
40. Matters shown on plat recorded in Plat Book 57, Page 249 aforesaid records. (Does not affect)
41. Matters shown on plat recorded in Plat Book 62, Pages 245, 246, 247, 248, 249 and 250 aforesaid records. (Does not affect)
42. Matters as would be disclosed by a current and accurate survey and inspection of the Land.

PREPARED BY: NATHAN G. SHEPHERD PROFESSIONAL SURVEYOR LS003466 514 WEST MAPLE ST. CUMMING, GEORGIA 30040 TEL. 989-284-8178 DRAWN BY: JTS DATE: 03/19/2024 JOB NUMBER: 134320SG2023 www.SclerGroup.com

PARCEL DESCRIPTION (AS-SURVEYED)

A Parcel of land situated in 959, 985, 986, 1027, 1028, 1029, 1030, 1031, 1059, 1060, 1061, 1062, 1099, 1100, 1101, 1129, 1130, 1131, 1132, 1134, 1172, 1173, 1174, 1175, 1176, 1177, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1269, 1270, 1271, 1272, 1273, 1274, 1275 and 1276, 4th District, 3rd Section, Bartow County Georgia, Beginning at a set ½" Rebar at the intersection of the West line of Land Lot 959 and the Southerly Right-of-Way of Old Alabama Road (SR113); thence along said Right-of-Way the following 4 courses and distances: thence S64°-20'-38"E., 240.92 feet; thence S59°-56'-59"E., 629.56 feet; thence S59°-56'-59"E., 238.15 feet; thence S67°-03'-20"E., 429.74 feet to the Westerly Right-of-Way of Bates Road; thence along the Westerly Right-of-Way of Bates Road the following 4 courses and distance: S22°-34'-22"E., 22.89 feet; thence S.33°-32'-21"E., 158.45 feet; thence S.36°-29'-27"E., 311.62 feet; thence S.38°-14'-45"E., 67.84 feet; thence leaving said Right-of Way S.56°-24'-21"W., 911.58 feet to a found ½" Rebar; thence S.32°-53'-18"E., 447.35 feet to the centerline of road as recorded in Deed Book 434 Page 371 of Bartow County records; thence along said road the following 11 courses and distances: thence S.36°-13'-29"W., 29.00 feet; thence S.54°-10'-29"W., 268.40 feet; thence S.75°-49'-29"W., 147.10 feet; thence S.37°-01'-29"W., 237.10 feet; thence S.10°-06'-29"W., 256.60 feet; thence S.09°-28'-31"E., 196.80 feet; thence S.09°-24'-29"W., 226.50 feet; thence S.48°-49'-29"W., 144.10 feet; thence N.20°-35'-31"W., 215.40 feet; thence N.64°-03'-31"W., 312.60 feet; thence S.58°-08'-48"W., 197.73 feet to a found ½" Open Top Pipe on the West line of land Lot 1031; thence leaving said centerline of road S.00°-47'-27"W., 1537.31 feet to a found 2" Rod at the Southeast corner of Land Lot 1059; thence along the South line of Land Lot 1059, N.89°-13'-57"W., 410.85 feet to the westerly edge of a 30 foot ingress/egress easement and a set ½" Rod; thence along said westerly edge of a 30 foot ingress/egress easement the following 20 courses and distances: thence S51°-00'-02"W., 143.74; thence S43°-12'-03"W., 39.98 feet; thence S25°-35'-02"W., 22.87 feet; thence S07°-58'-02"W., 40.10 feet; thence S15°-32'-58"E., 188.66 feet; thence S01°-35'-58"E., 106.39; thence S09°-53'-58"E., 46.31 feet; thence S20°-48'-58"E., 71.00 feet; thence S44°-31'-01"E., 25.84 feet to a 3/8" iron rod; thence S41°-26'-04"E., 63.90 feet., thence S60°-21'-58"E., 105.40 feet; thence S49°-15'-58"E., 43.13 feet; thence S35°-26'-58"E., 48.59 feet; thence S23°-25'-11"E., 34.08 feet to a found rebar; thence S16°-17'-40"E., 149.56 feet; thence S14°-39'-23", 122.60 feet to a found rebar; thence S11°-37'-55"W., 62.11 feet; thence S05°-23'-05"E., 38.07 feet; thence S21°-29'-05"E., 177.70 feet; thence S05°-21'-04"E., 111.80 feet to the southerly line of land lot 1102; thence along said land lot line S.89°-36'-09"E., 755.46 feet; thence S.89°-27'-21"E., 659.59 feet to the Northeast corner of Land Lot 1130; thence N.84°-28'-31"E. along the North line of Land Lot 1129, 1468.52 feet to the Northeast corner of Land Lot 1129; thence S.01°-02'-55"W. along the East line of said Land Lot 1129, 1313.62 feet to found ½" Rebar at the Southeast corner of said Land Lot 1129; thence S.89°-05'-40"E. along the North line of Land Lot 1177, 1316.41 feet to a found ½" Rebar at the Northeast Corner of said Land Lot 1177; thence along the East line of said Land Lot 1177, S.01°-00'-27"W., 1323.08 feet to a found ½" Rebar at the Northwest corner of Land Lot 1199; thence S.89°-28'-41"E. along the North line of said Land Lot 1199, 1252.94 feet to the Northwest corner of Land Lot 1198; thence S.89°-39'-01"E. along the North line of Land of said Land Lot 1198, 1362.62 feet to the Northwest corner of Land Lot 1197; thence N.89°-21'-39"E. along the North line of said Land Lot 1197, 1215.47 feet to a found ½" Rebar at the Northeast corner of said Land Lot 1197; thence S.00°-09'-19"E. along the East line of said Land Lot 1197, 1479.83 feet to a found ½" Rebar at the Northwest corner of Land Lot 1253; thence N.89°-48'-45"E. along the North line of said Land Lot 1253, 1240.46 feet to the Northeast corner of said Land Lot 1253; thence S.00°-06'-38"E. along the East line of said Land Lot 1253, 1281.79 feet to 3" Iron Bar found at the Southeast corner of said Land Lot 1253; thence S.88°-50'-36"W. along the South line of said Land Lot 1253, 1271.65 feet to the Northeast corner of Land Lot 1269; thence S.00°-06'-38"W. along the East line of said Land Lot 1269, 1084.48 feet; thence S.85°-09'-33"E., 318.58 feet; thence S09°-27'-17"W. South along the right of way of Crystal Mountain Road, 32.03 feet; thence S03°-40'-38"E., 48.08 feet; thence S15°-28'-26"E., 64.85 feet; thence S03°-47'-12"E., 130.99 feet; thence S88°-53'-18"W., 12.00 feet; thence N83°-21'-31"W., 18.32 feet; N83°-21'-30"W., 313.64 feet; thence N00°-06'-38"E., 95.98 feet to the Southeast corner of said Land Lot 1269; thence N.88°-58'-36"W. along the South line of said Land Lot 1269, 1048.21 feet; thence S.89°-50'-34"W., 2613.63 feet; thence N.88°-48'-57"W., 215.74 feet to a found ½" Rebar at the Southwest corner of Land Lot 1271; thence S.89°-48'-59"W., 1933.43 feet to a found ½" Rebar; thence S.89°-53'-22"W., 905.04 feet; thence N.89°-37'-01"W., 1015.77 feet to the Southwest corner of Land Lot 1274; thence N.89°-33'-58"W., 1359.05 feet to a found ½" Rebar; thence N.88°-07'-53"W., 1563.15 feet to the Southwest corner of Land Lot 1276; thence N.00°-55'-07"E., 2661.69 feet to a found ½" rebar at the Southeast corner of Land Lot 1205; thence N.89°-39'-31"W. along the South line of said Land Lot 1205, 1360.28 feet to found ½" Rebar at the Southwest corner of said Land Lot 1205; thence N.00°-07'-03"E., 2430.97 feet; thence N.03°-07'-20"W., 141.65 feet to a found ½" Rebar at the Northwest corner of Land Lot 1172; thence S.88°-56'-46"E. along the North line of said Land Lot 1172, 1399.20 feet to a found ½" Rebar at the Northeast corner of said Land Lot 1172; thence N.00°-47'-52"E. along the West line of Land Lot 1132, 1305.73 feet to a found ½" Rebar at the Southeast corner of Land Lot 1100; thence N.88°-56'-35"W. along the South line of said Land Lot 1100, 1394.07 feet to a found ½" Rebar at the Southwest corner of said Land Lot 1100; thence S.01°-01'-23"W. along the East line of Land Lot 1134, 1305.78 feet to a found ½" Rebar at the Southeast corner of Land Lot 1134; thence N.88°-54'-39"W. along the South line of said Land Lot 1134, 1288.52 feet to a found ½" Rebar at the Southwest corner of said Land Lot 1134; thence N.01°-06'-08"E. along the West line of said Land Lot 1134, 1283.52 feet to a found ½" rebar at the Northwest corner of said Land Lot 1134; thence along the Easterly line of Carter Grove Sub-Division the following 36 courses and distances: thence N.55°-16'-33"E., 142.25 feet to a found ½" Rebar; thence N.00°-19'-28"E., 200.43 feet; thence N.81°-44'-57"E., 130.49 feet; thence N.42°-05'-24"E., 132.43 feet; thence N.10°-25'-45"E., 128.95 feet; thence N.27°-35'-38"W., 193.63 feet; thence N.25°-31'-59"E., 138.71 feet; thence N.08°-30'-11"W., 115.01 feet; thence N.37°-43'-34"W., 117.37 feet; thence N.02°-21'-57"E., 132.12 feet; thence N.52°-29'-46"E., 104.52 feet; thence N.25°-29'-27"E., 108.39 feet; thence N.03°-49'-14"W., 115.02 feet; thence N.01°-45'-46"W., 285.79 feet to found ½" Rebar; thence N.30°-56'-09"E., 138.23 feet; thence N.30°-13'-31"E., 77.11 feet; thence N.05°-26'-22"E., 113.13 feet; thence N.19°-39'-45"W., 101.46 feet; thence N.47°-29'-06"W., 102.74 feet; thence N.74°-15'-46"W., 110.10 feet; thence N.45°-31'-29"W., 313.18 feet; thence N.32°-59'-43"E., 186.00 feet; thence along a 56.20 foot curve having a radius of 860.00 feet, having a chord bearing S.71°-45'-01"E., 56.19 feet; thence S.73°-37'-25"E., 194.33 feet; thence N.16°-26'-17"E., 110.00 feet; thence N.73°-33'-43"W., 26.74 feet; thence N.72°-21'-46"W., 136.28 feet to a found ½" Rebar; thence N.55°-30'-25"E., 205.21 feet; thence N.10°-35'-53"E., 164.41 feet; thence N.14°-10'-57"E., 77.83 feet; thence S.83°-16'-52"E., 469.35 feet; thence N.44°-54'-32"E., 495.04 feet; thence N.64°-44'-25"E., 74.41 feet; thence N.44°-07'-48"E., 95.65 feet; thence N.08°-47'-55"E., 164.41 feet; thence N.28°-32'-37"W., 183.87 feet to found ½" Rebar; thence leaving said Easterly line of Carter Grove Sub-Division N.89°-59'-24"E., 711.93 feet; thence S.89°-21'-00"E., 399.76 feet; thence S.88°-37'-55"E., 308.58 feet to found ½" Rebar; thence S.89°-44'-26"E., 1622.17 feet; thence S.89°-36'-37"E., 1093.28 feet to a found ½" Rebar on the East line of Land Lot 1030; thence N.00°-22'-16"E., 1752.05 feet to the Northwest corner of Land Lot 986; thence N.01°-07'-24"E., 377.65 feet; thence N02°-40'-18"W., 38.79 feet to the Southerly right-of-Way of Old Alabama Road (SR113) and the point of beginning, containing 1985.89 more or less acres of land.

Excepting the following:

A Parcel of land situated in Land Lot 1062, 4th District, 3rd Section, Bartow County Georgia, commencing at the Northeast Corner of said Land lot 1062; thence N.89°-05'-12"W., 646.47 feet along the North line of said Land Lot 1062; thence S.00°-00'-00"E., 46.91 feet to the point of beginning; thence S.73°-38'-00"E., 94.00 feet; thence S.16°-21'-00"W., 94.00 feet; thence N.73°-38'-00"W., 94.00 feet; N.16°-21'-00"E., 94.00 feet to the point of beginning, containing 0.20 acres more or less of land.

PREPARED BY:
NATHAN G. SHEPHERD
PROFESSIONAL SURVEYOR LS003468
614 WEST MAPLE ST.
CUMMING, GEORGIA 30040
TEL 989-284-8178
DRAWN BY: JTS
DATE: 03/19/2024
JOB NUMBER: 1343205G2023
www.SpicerGroup.com

Apr 17, 2024 at 13:17:54
52 Bates Rd SE
Cartersville GA 30120
United States



Apr 17, 2024 at 13:17:49
293 Old Alabama Rd SE
Emerson GA 30137
United States





CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | First Reading of Ordinances |
| DEPARTMENT NAME: | Administration |
| AGENDA ITEM TITLE: | Sec. 4-112 Cameras for Malt Beverage Package Outlets Revision |
| DEPARTMENT SUMMARY RECOMMENDATION: | This ordinance revision is to reflect a recent change in state law. |
| LEGAL: | Provided by Archer & Lovell |

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 4. - PREMISES RESTRICTIONS. SECTION 4-112. – CAMERAS FOR MALT BEVERAGE PACKAGE OUTLET, is hereby amended by deleting the same in its entirety and replacing it as follows:

1.

Sec. 4-112. Cameras for malt beverage package outlet.

- (a) Each outlet for the retail sale of malt beverages by the package shall install and maintain security cameras in the outlet of a type and number approved by the chief of police, unless otherwise provided by law.
- (1) Cameras shall be placed as follows:
 - a. On the premises so as to record activities in the check out or cash register area(s), to include both customer and employee.
 - b. On the premises so as to record all entrance and exit doors.
 - (2) All cameras shall be capable of producing a retrievable color image on digital film or tape that can be made a permanent record and enlarged through projection or other means.
 - (3) Such cameras shall be maintained in proper working order at all times and shall be subject to periodic inspection by the chief of police or his designee. If a sale of alcohol to a minor, robbery, misdemeanor, or other felony occurs in such outlet, the film or tape recording such event shall immediately be made available to the chief of police or his designee. All films, tapes or images required by this Code section shall be retained by the outlet, in its original, viewable format, for a period of no less than thirty (30) days after recording.
 - (4) All cameras must be in working order and checked by the licensee on a weekly basis. A log of said checks and repairs, if any, are to be kept and provided to the Cartersville Police Department on a quarterly basis. Additionally, said logs may be kept internally by the security camera, and if so, shall be made available for review by the Cartersville Police Department on a quarterly basis.
- (b) The effective date for this section shall be January 1, 2009, and as of said date, all newly licensed and existing licensed malt beverage package establishments must be in compliance with said provisions, unless otherwise provided by law.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | First Reading of Ordinances |
| DEPARTMENT NAME: | Finance |
| AGENDA ITEM TITLE: | Fiscal Year 2024-25 Budget |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>The fiscal year 2024-25 budget ordinance is attached. The proposed budget is a balanced budget and increased \$57,194,680 over the fiscal year 2023-24 budget. The increase equates to a 26.33% increase. The proposed budget includes salary adjustments, no increase in the city’s property tax millage rate, an increase in health insurance premiums for both the city and the employees, and a small increase in the water and sewer rates.</p> <p>Budget comparison by type for the FY 2025 proposed budget compared to the FY 2024 budget include: personnel expenses increase by \$4,827,265; operating expenses increased \$4,325,025; purchase of commodities decreased by \$8,008,265; debt service expenses decreased \$85,015; capital expenses increased \$50,921,185, and transfers to the general fund increased \$5,214,485. I recommend approval of the proposed FY 2024-25 budget as presented.</p> |
| LEGAL: | N/A |

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2024 – 2025 budget.

2024 - 2025 Budget Summary

| <u>General Fund</u> | <u>Revenues</u> | <u>Expenditures</u> |
|---|---------------------|---------------------|
| Revenues | \$72,300,250 | |
| Expenditures: | | |
| Legislative | | \$11,766,580 |
| Administration | | \$ 3,393,835 |
| Finance Dept. | | \$ 1,448,365 |
| Customer Service Dept. | | \$ 1,722,775 |
| Police | | \$12,895,410 |
| Fire | | \$18,809,540 |
| Municipal Court | | \$ 329,545 |
| Public Works | | \$ 4,484,885 |
| Recreation | | \$15,802,260 |
| Planning & Development | | \$ 1,647,055 |
| <u>Special Revenue Funds</u> | | |
| GO Park Bonds Series 2014 | \$ 943,500 | \$ 943,500 |
| America Rescue Plan (ARPA) | \$ 6,755,450 | \$ 6,755,450 |
| Tourism Product Development | \$ 300,000 | \$ 300,000 |
| SPLOST – 2014 | \$ 231,995 | \$ 231,995 |
| SPLOST - 2020 | \$ 5,996,505 | \$ 5,996,505 |
| DEA | \$ 122,500 | \$ 122,500 |
| State Forfeiture | \$ 3,000 | \$ 3,000 |
| Hotel/Motel Tax | \$ 1,523,075 | \$ 1,523,075 |
| Motor Vehicle Rental Tax | \$ 124,630 | \$ 124,630 |
| Grant Funds | \$ 0 | \$ 0 |
| Development Fees | \$ 5,000 | \$ 5,000 |
| Tax Allocation District | \$ 311,000 | \$ 311,000 |

Enterprise Funds

| | | |
|-------------------------------|--------------|--------------|
| Fiber Optics | \$ 2,728,830 | \$ 2,728,830 |
| Electric | \$60,373,570 | \$60,373,570 |
| Gas | \$43,217,015 | \$43,217,015 |
| Solid Waste | \$ 3,874,625 | \$ 3,874,625 |
| Stormwater | \$ 1,680,500 | \$ 1,680,500 |
| Water & Sewer | \$72,066,915 | \$29,918,605 |
| Water Pollution Control Plant | | \$13,038,745 |
| Water Treatment Plant | | \$29,109,565 |

Internal Service Fund

| | | |
|--------|--------------|--------------|
| Garage | \$ 1,827,855 | \$ 1,827,855 |
|--------|--------------|--------------|

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of June 2024. First Reading.

ADOPTED this ___ day of June 2024. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | First Reading of Ordinances |
| DEPARTMENT NAME: | Finance |
| AGENDA ITEM TITLE: | FY 2024-25 Water and Sewer Rate Ordinance |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>The proposed fiscal year 2024-25 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The increase is as follows: a 5% increase in the residential water and sewer rates for both inside and outside the city limits customers.</p> <p>The 5% increase will allow the water department to continue the maintenance of the existing water and sewer systems as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equate to \$0.15 per one thousand gallons used for city residents. The total estimated increase for a residential water and sewer customer is \$1.27 per month for seven thousand gallons consumed.</p> <p>With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2024.</p> |
| LEGAL: | Reviewed by Archer & Lovell |

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE and Section 24-147 SEWAGE RATES is hereby amended by deleting paragraph (a) (2) and (b)(2) in their entirety and replacing them with the following:

1.

Sec. 24-64. Water & Sewage Utility Rates.

| (a.) Water Monthly Billing | City | Outside City |
|--|---------------------------------------|---------------------------------------|
| (2) Plus consumption as follows: | | |
| (i) Residential Meters | | |
| (a) 0 – 8 consumptions per month | \$2.42/100 cu. ft./ \$3.23/1000 Gal. | \$4.43/100 cu. ft./ \$5.92/1000 Gal. |
| (b) 9 – 14 consumptions per month | \$3.63/100 cu. ft./ \$4.85/1000 Gal. | \$4.55/100 cu. ft./ \$6.08/1000 Gal. |
| (c) 15 – 19 consumptions per month | \$5.49/100 cu. ft./ \$7.34/1000 Gal. | \$5.49/100 cu. ft./ \$7.34/1000 Gal. |
| (d) 20 + consumptions per month | \$7.66/100 cu. ft./ \$10.24/1000 Gal. | \$7.66/100 cu. ft./ \$10.24/1000 Gal. |
| (ii) Apartments, Multiples & Commercial Meters | \$3.97/100 cu. ft./ \$5.31/1000 Gal. | \$5.38/100 cu. ft./ \$7.19/1000 Gal. |
| (iii) Irrigation System Meters | \$5.49/100 cu. ft./ \$7.34/1000 Gal. | \$5.49/100 cu. ft./ \$7.34/1000 Gal. |
| (iv) Industrial and All Other Meters | \$2.42/100 cu. ft./ \$3.23/1000 Gal. | \$4.43/100 cu. ft./ \$5.92/1000 Gal. |
| (v) Wholesale Meters | \$2.42/100 cu. ft./ \$3.23/1000 Gal. | \$4.43/100 cu. ft./ \$5.92/1000 Gal. |
| (b.) Sewage Monthly Billing | City | Outside City |
| (2) Plus consumption | \$2.65/100 cu. ft./ \$3.54/1000 Gal. | \$4.70/100 cu. ft./ \$6.28/1000 Gal. |

2..

This Ordinance shall become effective on July 1, 2024.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be alphabetized accordingly and renumbered to accomplish such intention.

[SIGNATURES ON NEXT PAGE]

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Easements |
| DEPARTMENT NAME: | Water Department |
| AGENDA ITEM TITLE: | 478 Mission Road Easement |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>As part of the Westside Water Feeder Main project, an easement will be required for this property. This will include 2.45 acres of permanent easement and 3.53 acres of temporary construction easement. The owner has agreed to the City's offer of \$23,172.00 for both easements.</p> <p>I recommend approval of this payment. This is a budgeted expense.</p> |
| LEGAL: | N/A |

Cartersville Water Department
148 Walnut Grove Rd., Cartersville, Ga.
Westside Feeder Main
Cartersville Project No.

OFFER OF COMPENSATION FOR EASEMENT ACQUISITION

Property Owner: Donald Fagan Jackson & Louisa
Bartow County Tax McCamy Jackson Heilman as Co-
Parcel Number Trustees of the Clyde Wilson
Address Jackson Credit Shelter Residuary Mail to:
C024-0001-001
478 Mission Rd
Cartersville, Ga.

Total Area of Permanent Easement Required: 2.450 Ac
Total Area of Construction Easement Required: 3.530 Ac

Proposed Compensation

Cost Estimate: \$12,000.00 /acre N/A /sq. ft.
Compensation for Permanent Easement at 50% of appraised value: \$14,700.00
Compensation for Construction Easement at 20% of appraised value: \$8,472.00
Total Proposed Compensation: \$23,172.00


Notes:

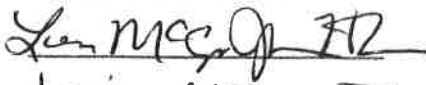
*Value was determined through a Cost Estimate at \$12,000/Acre

Compensation Offered By:

City of Cartersville
Print Name

Date: 5-8-24

Offer Accepted By:

Donald Jackson
Print Owner's Name

Date: 5-8-24

Louisa McCamy Jackson Heilman
Print Owner's Name



CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Resolutions |
| DEPARTMENT NAME: | Administration |
| AGENDA ITEM TITLE: | Georgia Municipal Court Clerks Week (June 10-14, 2024) |
| DEPARTMENT SUMMARY RECOMMENDATION: | Resolution of the Mayor and City Council of the City of Cartersville recognizing the week of June 10-14, 2024, as Municipal Court Clerks Week in Georgia. |
| LEGAL: | Reviewed by Archer & Lovell |



BY THE GOVERNOR OF THE STATE OF GEORGIA

A PROCLAMATION

GEORGIA MUNICIPAL COURT CLERKS WEEK

- WHEREAS:** Municipal Courts play a significant role in providing access to justice, preserving public safety, and promoting quality of life in Georgia; and
- WHEREAS:** More people encounter Municipal Court Clerks than all other court personnel in Georgia and the public impression of the entire Georgia judicial system is largely dependent upon the public's experience with municipal courts; and
- WHEREAS:** Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conforming to the standards set by the Uniform Rules for Municipal Courts of the State of Georgia; and
- WHEREAS:** It is most appropriate that we recognize the Municipal Court Clerks representing the over 380 Georgia Municipal Courts and the critical role they play; and
- WHEREAS:** The State of Georgia recognizes the positive impact Municipal Court Clerks have had on its citizens and quality of life; now
- THEREFORE:** I, BRIAN P. KEMP, Governor of the State of Georgia, do hereby proclaim June 10-14, 2024, as GEORGIA MUNICIPAL COURT CLERKS WEEK in Georgia.

In witness thereof, I have hereunto set my hand and caused the Seal of the Executive Department to be affixed this 2nd day of February in the year of our Lord, Two Thousand and Twenty-Four.



B. Kemp

GOVERNOR

ATTEST

Lauren M. Curry

CHIEF OF STAFF

RESOLUTION _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE RECOGNIZING THE WEEK OF JUNE 10-14, 2024 AS MUNICIPAL COURT CLERKS WEEK

WHEREAS, Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Cartersville and local municipalities across the state; and

WHEREAS, the procedures for the Cartersville Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia; and

WHEREAS, more people come in contact with Municipal Court Clerks than all other city services combined and public impression of the Cherokee Judicial System is largely dependent upon the public’s experience in municipal court; and

WHEREAS, Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Cartersville Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

That the Mayor and City Council of the City of Cartersville recognize the week of June 10-14, 2024, as Municipal Court Clerks Week, and further extend appreciation to our Municipal Court Clerks, Laura Crittenden, Chief Court Clerk/Administrator, Christal Powell, Deputy Court Clerk, and Freddy Morgan, Assistant City Manager, for the vital services they perform and their exemplary dedication to the communities they represent and serve.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 2024.

ATTEST:

/s/ _____
Julia Drake, City Clerk
City of Cartersville, Georgia

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia



CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Award/Purchases |
| DEPARTMENT NAME: | Administration |
| AGENDA ITEM TITLE: | First Quarter 2024 Motorola Radio Invoice |
| DEPARTMENT SUMMARY RECOMMENDATION: | Bartow County has submitted the first quarter 2024 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$38,699.20. |
| LEGAL: | N/A |

STEVE TAYLOR, COMMISSIONER
BARTOW COUNTY
P.O. BOX 543
135 W. CHEROKEE AVE., SUITE 251
CARTERSVILLE, GEORIGIA 30120
770-387-5030

Invoice Date: May 1, 2024

Due Date: May 31, 2024

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
Attn: Alecia Hendrix

To bill for **Motorola Radios** for **1st Quarter 2024**

| Agency | # of Radios | Cost per Radio | Total |
|------------------------|-------------|----------------|-------------|
| Police | 135 | \$127.30 | \$17,185.50 |
| Fire | 87 | \$127.30 | \$11,075.10 |
| Gas | 31 | \$127.30 | \$3,946.30 |
| Public Works, Rec, etc | 10 | \$127.30 | \$1,273.00 |
| Electric | 40 | \$127.30 | \$5,092.00 |
| Fibercom | 1 | \$127.30 | \$127.30 |

Total Due: \$38,699.20

Handwritten signature: J. Freddy
MAY 7 8 2024



CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Award/Purchases |
| DEPARTMENT NAME: | Electric |
| AGENDA ITEM TITLE: | Sensus Electric Meter Purchase |
| DEPARTMENT SUMMARY RECOMMENDATION: | The Electric department is requesting authorization to purchase (334) Sensus Stratus IQ 2S CL 200 meters and (20) Sensus Level 1 9S CL20 meters. ECCO (Sensus vendor) provided a quote of \$68,635.68. This is a budgeted expense. |
| LEGAL: | N/A |

QUOTATION TERMS AND CONDITIONS

Meeting: June 6, 2024 Item 11.

The following terms and conditions are included in each and every sales quotation ("Quotation") issued by Equipment Controls Company, a Georgia corporation ("ECCO") to a prospective purchaser ("Customer").

- 1. ACCEPTANCE OF PURCHASE ORDERS.** Sales of any goods or any related services (collectively, "Products") referenced in Customer's written purchase order to ECCO ("Purchase Order") is expressly conditioned upon the terms and conditions set forth herein. Other than as specifically provided in a separate written agreement between ECCO and Customer, any additional or different terms specified or referenced in Customer's Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of ECCO. ECCO's Quotation and these terms and conditions represent the entire agreement between the Customer and ECCO pertaining to the subject matter of the purchase and sale of Products and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order issued by Customer shall be deemed accepted unless or until ECCO issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of ECCO.
- 2. PRICES, TAXES.** The price set forth in ECCO's Quotation ("Price") are in United States Dollars. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by ECCO prior to issuance of Customer's Purchase Order. For Products ordered which are not to be shipped within 30 days of the Quotation, the Price is subject to increase to the extent the manufacturer of such Products imposes a price increase on ECCO. In such event, ECCO shall notify Customer of the Price increase and Customer shall have the right to withdraw its order. Freight and any special shipping and handling charges are not included in the Price and shall be an additional Customer expense unless otherwise specifically provided for in the Quotation. The Price is exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Taxes and shall be responsible for payment for any applicable Taxes unless exemption certificates are provided prior to shipment.
- 3. PACKAGING, SHIPPING.** ECCO shall pack all Products in accordance with its standard commercial practices. If Customer has any special shipping or handling requirements, Customer shall notify ECCO in a timely manner regarding any such special requirements, and Customer shall be responsible for any associated increases in cost to pack and ship the Products.
- 4. DELIVERY, TITLE, AND RISK OF LOSS.** ECCO's quoted delivery schedule represents its best estimate and is based on current schedules, inventory and workload. ECCO shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted. Unless otherwise provided in the Quotation or agreed to by ECCO in writing, delivery shall be deemed to have occurred FOB Destination at the ship to address set forth in Quotation with freight charges separately charged to Customer and not included in the Price. Title and liability for loss or damage to the Products shall transfer from ECCO to Customer upon delivery of the Products to the ship to destination. Customer shall immediately inspect each shipment and notify ECCO of any nonconformity of such shipment.
- 5. PAYMENT.** Customer shall pay for all Products delivered or date services performed within 15 days from the date of ECCO's invoice unless other payment terms have been specifically agreed to by ECCO. ECCO reserves the right to assess interest on any payments not received within 30 days of the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by ECCO in the collection of late payment. In addition to any remedies under law, ECCO may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. ECCO may require an advance payment or milestone payments prior to shipment. All payments hereunder shall be paid without any deductions, set-off, or counter-claims including for any Taxes or freight.
- 6. FORCE MAJEURE AND EXCUSABLE DELAY.** ECCO shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to: (a) Customer, including omissions or failure to act on the part of Customer or its agents or employees; (b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government's denial or failure to grant an export license or other needed government authorization; (c) Causes beyond ECCO's reasonable control, including severe accidents at ECCO's warehouse, unforeseen production or engineering delays or inability of ECCO or its vendor to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of ECCO, which by the exercise of due diligence and reasonable effort, ECCO would not have been able to foresee, avoid or overcome. ECCO shall notify Customer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, ECCO's period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force Majeure extends more than six months, ECCO and Customer may mutually agree to terminate Customer's Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay ECCO for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated order or portion thereof that ECCO and Customer agreed to terminate.
- 7. NO WARRANTY OTHER THAN MANUFACTURERS WARRANTY.** CUSTOMER ACKNOWLEDGES THAT ECCO IS A DISTRIBUTOR ONLY AND THAT THE PRODUCTS ARE MANUFACTURED BY OTHERS AND THAT ECCO PROVIDES NO WARRANTY WHATSOEVER FOR THE PRODUCTS OTHER THAN A WARRANTY OF TITLE. EACH MANUFACTURER OF THE PRODUCTS PROVIDES ITS OWN LIMITED WARRANTY FOR THE PRODUCTS IT PRODUCES AND CUSTOMER SHALL BE ENTITLED TO THE BENEFITS AFFORDED BY SUCH MANUFACTURER WARRANTIES. ECCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND/OR PURPOSE) WITH RESPECT TO THE PRODUCTS.
- 8. PROPRIETARY INFORMATION.** For the term of Customer's Purchase Order, ECCO and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public (Proprietary Information), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked Confidential or Proprietary and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party (Owner) upon completion of the purpose for which they were provided, or destroyed by Recipient at Owner's direction. Neither ECCO nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the disclosure of Proprietary Information to such party. No use of any ECCO trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of ECCO. Any ECCO mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of ECCO. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemble

software that is sold by ECCO. The ownership in all Proprietary Information disclosed by an Owner to the Recipient pursuant to Customer s Purchase Order shall remain with Owner unless otherwise agreed in writing by ECCO and Customer. The confidentiality obligations herein shall survive the termination or expiration of Customer s Purchase Order.

Meeting: June 6, 2024 Item 11.

9. **INTELLECTUAL PROPERTY RIGHTS.** ECCO grants to Customer a nonexclusive, nontransferable, revocable license to use a copy of any software program embedded in any Product, in object code only, for use as part of the Product (License). Notwithstanding the foregoing, this License is subject to the following prohibitions: (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any products containing the object code; (c) Customer shall not use the object code to create derivative or competing products of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of ECCO, which may be withheld at ECCO s sole discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing ECCO the sub-license agreement executed by the transferee. Any transfer must be in full compliance with U.S. Export Laws and may require additional export licenses or other authorizations to be obtained by Customer and/or ECCO. Other than the License, ECCO is not granting any other rights to its or any Product manufacturer s intellectual property, patents, trademarks, software, or proprietary data, other than the right of Customer to use the Product for its intended purposes. ECCO s vendors and the Product manufacturers are direct and intended beneficiaries of this License and may enforce it directly against Customer.
10. **ORDER CANCELLATION.** Customer shall be responsible for and shall promptly pay ECCO for any re-stocking fees or other charges imposed upon ECCO for any cancelled order.
11. **GOVERNING LAW; ATTORNEYS FEES.** The Quotation, which includes these terms and conditions, the contract resulting from Customers Purchase Order, and (a) any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Georgia, USA, without regard to its conflict of laws provisions; and (b) personal jurisdiction and venue for any dispute thereunder shall be in the state and federal courts serving Gwinnett County, Georgia. In any litigation in connection with Customer s Purchase Order, the prevailing party shall be entitled to recover its expenses of litigation and reasonable attorneys fees from the non-prevailing party.
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, ECCO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. EXCLUDING GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, ECCO S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A CUSTOMER S PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASED BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY ECCO TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY ECCO ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.
13. **MODIFICATION.** Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both ECCO and Customer.
14. **ASSIGNMENT.** Customer may not assign or delegate a Customer Purchase Order or any of its rights, duties or obligations thereunder to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Customer Purchase Order without such consent shall be void and of no effect.
15. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided herein, the rights hereunder are for the sole and exclusive benefit of ECCO and Customer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
16. **WAIVER.** If either ECCO or Customer, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.
17. **SEVERABILITY.** If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.



CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Award/Purchases |
| DEPARTMENT NAME: | Gas |
| AGENDA ITEM TITLE: | 12-Inch Pipe Purchase |
| DEPARTMENT SUMMARY RECOMMENDATION: | The Gas System is requesting the purchase of 420 feet of 12-inch steel pipe to be used on the SK America project. Three bids were requested, and the Edgen Murray Company submitted the low bid of \$14,137.20. This is a budgeted item and Council's approval is recommended. |
| LEGAL: | N/A |

STOCK

May 14, 2024

MATERIAL BID PROPOSAL

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

SEE ATTACHED SHEET

| ITEM NO. | SIZE | ITEM DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT | EXPECTED DELIVERY DATE (from time of order) |
|----------|---------|---|------------------|------|--|-------------------------|--|
| 1. | 12 3/4" | O.D. .250" W.T., F.B.E. COATED, ERW X 52 STEEL LINE PIPE Cartersville # 315015 | 420 10 Sticks | LF | \$ 33.95 Numerals | \$ 14259.00 Numerals | 1-2 WEEKS Calendar Days |
| | | | | | <u>Thirty-three Dollars and Ninety-five Cents</u> Words (Unit Price Only) | | |
| | | | | | TOTAL BID \$ <u>14259.00</u> Numerals | | |

****OFFERING TENARIS****
***DOUBLE RANDOM LENGTHS**

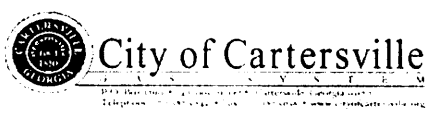
BID PROPOSAL SUBMITTED BY:

| | | |
|---|---|------------------------|
| <u>Irby Utilities</u> Name of Supplier | <u>Charmaine Harper</u> Name of Preparer | <u>5/14/24</u> Date |
|---|---|------------------------|

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.



STOCK

May 14, 2024

MATERIAL BID PROPOSAL

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

SEE ATTACHED SHEET

| ITEM NO. | SIZE | ITEM DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT | EXPECTED DELIVERY DATE (from time of order) |
|--------------|---------|---|------------------|------|--|---------------------------------|--|
| 1. | 12 3/4" | O.D. .250" W.T., F.B.E. COATED, ERW X 52 STEEL LINE PIPE Cartersville # 315015 | 420 10 Sticks | LF | \$ <u>48.00</u> Numerals <i>Forty Eight Dollars FT.</i> Words (Unit Price Only) | \$ <u>20,160.00</u> Numerals | <u>2-3 weeks</u> Calendar Days |
| TOTAL BID \$ | | | | | <u>20,160.00</u> Numerals | | |

BID PROPOSAL SUBMITTED BY:

PS

Name of Supplier

Paul Root

Name of Preparer

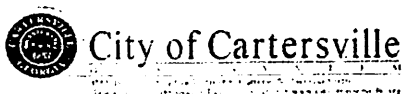
5-16-24

Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.





CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Award/Purchases |
| DEPARTMENT NAME: | Gas |
| AGENDA ITEM TITLE: | 12-Inch Spherical Fitting |
| DEPARTMENT SUMMARY RECOMMENDATION: | The Gas System is requesting the purchase of a 12-inch spherical fitting for stock to replace one being used on the SK America project. Three bids were requested and S J Patterson Company, LLC submitted the low bid of \$14,484.11. This is a budgeted item and Council's approval is recommended. |
| LEGAL: | N/A |

stock

May 1, 2024

MATERIAL BID PROPOSAL

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

SEE ATTACHED SPECIFICATIONS

| ITEM NO. | SIZE | ITEM DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT | EXPECTED DELIVERY DATE (from time of order) |
|----------|------|--|------|------|--------------------------|--------------------------|--|
| 1. | 12" | Spherical HP 3-Way Tee w/Outlet ANSI Class 300 Cartersville # 323009 | 1 | Ea. | \$ 14,484.11 Numerals | \$ 14,484.11 Numerals | 2 Week Lead Time Calendar Days |

Fourteen Thousand Four Hundred Eighty Four Dollars and Eleven Cents
Words (Unit Price Only)

TOTAL BID \$ 14,484.11
Numerals

BID PROPOSAL SUBMITTED BY:

S J Patterson Company, LLC
Name of Supplier

Steve Patterson
Name of Preparer

05/02/2024
Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.

The City reserves the right to accept or reject in whole or in part any or all bids and to waive formalities and re-advertise.

May 1, 2024

stock

MATERIAL BID PROPOSAL

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

SEE ATTACHED SPECIFICATIONS

| ITEM NO. | SIZE | ITEM DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT | EXPECTED DELIVERY DATE (from time of order) |
|--------------|------|--|------|------|--|--|--|
| 1. | 12" | Spherical HP 3-Way Tee w/Outlet ANSI Class 300 Cartersville # 323009 | 1 | Ea. | \$ <u>16,360.⁰⁰</u> Numerals | \$ <u>16,360.⁰⁰</u> Numerals | <u>2 weeks</u> Calendar Days |
| | | | | | <u>Sixteen Thousand Three Hundred Sixty Dollars</u> Words (Unit Price Only) | | |
| TOTAL BID \$ | | | | | <u>16,360.⁰⁰</u> Numerals | | |

BID PROPOSAL SUBMITTED BY:

CS
Name of Supplier

Paul Root
Name of Preparer

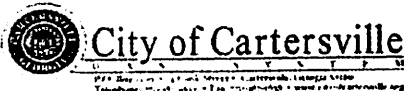
5-1-24
Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.

The City reserves the right to accept or reject in whole or in part any or all bids and to waive formalities and re-advertise.





CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Award/Purchases |
| DEPARTMENT NAME: | Gas |
| AGENDA ITEM TITLE: | Gas Meter Purchase |
| DEPARTMENT SUMMARY RECOMMENDATION: | The Gas System is requesting the purchase of two Honeywell-Elster 6-inch turbine meters for the SK America project. Our sole source provider, Devtech Sales Inc. provided a quote of \$15,200.00 for the meters. These are budgeted items and Council’s approval is recommended. |
| LEGAL: | N/A |

SK BATTERY

May 21, 2024

MATERIAL BID PROPOSAL

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

SEE ATTACHED SHEET

| <u>ITEM NO.</u> | <u>SIZE</u> | <u>ITEM DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>TOTAL AMOUNT</u> | <u>EXPECTED DELIVERY DATE</u> (from time of order) |
|-----------------|-------------|---|-------------|-------------|--|---|---|
| 1. | 6" | Honeywell Elster TRZ2-G400-DN Cartersville # 308031 | 2 | Ea. | \$ <u>7600</u> Numerals <u>Seven Thousand Six Hundred</u> Words (Unit Price Only) | \$ <u>15,200</u> Numerals | <u>56</u> Calendar Days |
| | | | | | TOTAL BID \$ <u>15,600</u> | Includes \$400 Estimated Freight Cost Numerals | |

Please see Devtech Quote "KT-052324-04B" for additional details on the quoted meter

BID PROPOSAL SUBMITTED BY:

| | | |
|-------------------------|-------------------------|-------------|
| <u>Name of Supplier</u> | <u>Name of Preparer</u> | <u>Date</u> |
|-------------------------|-------------------------|-------------|

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.



devtech | Quotation

Devtech Sales, Inc.
 118 South Lake Avenue
 Avon Park, FL 33825-3902
www.devtechsales.com

local 863.453.5959
 800.366.9041
 fax 863.453.0492
team@devtechsales.com

To: Mr. Rodney Reynolds
 City of Cartersville
 155 Old Mill Rd.
 Cartersville, GA 30120
rmalone@cityofcartersville.org

We are pleased to quote the following:

Quote #

Meeting: June 6, 2024 Item 14.

Date

5/23/24

Terms

Net 30

Prices FOB

Origin

Delivery

8 Weeks

Phone #


(770) 387-5642

Mobile #

Reference #

| Item | Quantity | Description | Unit Price | Total |
|------|----------|---|------------|-------------|
| A | 2 | Honeywell Elster TRZ2 Turbine Meter, 6" ANSI Class 150, Standard Construction, Sealed Maintenance-Free Bearings, Iron Body, ASA 49 Gray Paint, 1/4" FNPT Pressure Tap, 1:30 Measurement Range With Additional Testing Point, IN-S10 Pulse Output With 8 Foot Open-Ended 6-Wire Cable, Optional Mount For External Electronic Volume Corrector, G400 Cartridge | \$7,600.00 | \$15,200.00 |
| B | 1 | Estimated Freight | \$400.00 | |

Quoted By:



Kory Tate

Accepted By:



Submitted by IRBY Utilities Charmaine Harper

DATE 5/23/2024

| BILL OF MATERIALS for CARTERSVILLE | | | | | | | | | | |
|---------------------------------------|--------|--|-----|-----|-------------------------|---------------------|------------|-------------------|-------------|-------|
| LINE # | CUST # | DESCRIPTION | UOM | QTY | Unit Sell Price | Extended Sell Price | Lead Time | Manufacturer Name | Freight | Notes |
| 1 | 308031 | HONEYWELL TRZ2 G400 6" TURBINE METER, DI BODY, ANSI 150, IN-S10 PULSE OUTPUT, 1:30 RANGEABILITY, SEALED BEARINGS, ASA49 GRAY PAINT, 8 DIGIT MECHANICAL INDEX | EA | 2 | \$8,260.87 | \$16,521.74 | 8-10 WEEKS | HONEYWELL | FFA | |
| 2 | | HONEYWELL TRZ2 MOUNTING BRACKET | EA | 2 | \$82.89 | \$165.78 | 8-10 WEEKS | HONEYWELL | FFA | |
| 3 | | HONEYWELL IN-S10 PULSE CABLE, 8' LENGTH | EA | 2 | \$182.35 | \$364.70 | 5-7 DAYS | HONEYWELL | FFA | |
| | | | | | TOTAL INVESTMENT | | | | \$17,052.22 | |

PRICES ARE VERIFIED PRIOR TO ORDER ENTRY

SPECIAL ORDER ITEMS ARE ***NONCANCELLABLE/NONRETURNABLE***

IT IS THE BUYER'S RESPONSIBILITY TO CONFIRM THAT THE QUOTED PRODUCT IS CORRECT BEFORE PLACING AN ORDER.

Rodney Reynolds

From: Jon Beam <jonbeam@equipmentcontrols.com>
Sent: Wednesday, May 22, 2024 3:21 PM
To: Rodney Reynolds
Cc: Jeff Swart
Subject: [EXTERNAL] RE: Quote



Ok, thanks. Then we will no bid this one.



Jon Beam
Director, Utility/AMI Sales
mobile. 678-296-7811 • phone. 770-441-6400
email. jonbeam@equipmentcontrols.com

From: Rodney Reynolds <rreynolds@cityofcartersville.org>
Sent: Tuesday, May 21, 2024 3:05 PM
To: Jon Beam <jonbeam@equipmentcontrols.com>; Paul Root-Consolidated Pipe & Supply <Paul.Root@cspipe.com>; Charmaine Harper (CHarper@irby.com) <CHarper@irby.com>; Joel.Chambers@eysco.com
Cc: Ryan Malone <rmalone@cityofcartersville.org>
Subject: Quote

WARNING: This email could not be validated and may not match the person in the From: field.

Return By Thursday May 23, 2024, By Noon.

Thank you

Rodney Reynolds
Administrative Technician
rreynolds@cityofcartersville.org
Phone (770) 387-5642
Fax (770) 387-5638

Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in Security, archiving and compliance. To find out more [Click Here](#).



CITY COUNCIL ITEM SUMMARY

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|----------------------|-----------------------------------|--------------|--|----------------------|------------------------------|-------------|--|----------------------|------------------------------|-------------|--|-------------|------------------------------|--------------|--|-----------|----------------------------------|--------------|--|--------------|---------------------|
| MEETING DATE: | June 6, 2024 | | | | | | | | | | | | | | | | | | | | | | |
| SUBCATEGORY: | Bid Award/Purchases | | | | | | | | | | | | | | | | | | | | | | |
| DEPARTMENT NAME: | Police Department | | | | | | | | | | | | | | | | | | | | | | |
| AGENDA ITEM TITLE: | Police Department Vehicle Packages | | | | | | | | | | | | | | | | | | | | | | |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>I am requesting approval to purchase three 2024 Chevrolet Tahoe police package vehicles, eight 2024 Chevrolet Silverado 1500 police packages, and three 2024 Jeep Grand Cherokees. These vehicles will replace older vehicles in our fleet and will be used to fill six new sworn officer positions for the FY 2024/2025 budget year. These vehicles will be paid for out of the general fund. The cost of these vehicles is \$648,448.40. However, I am requesting an additional \$14,000.00 per vehicle to equip these vehicles with lights, sirens, and radios, etc. The total cost of the vehicles and equipment will not exceed \$844,448.40. The vehicles will be purchased from the following dealerships:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Wilson County Motors</td> <td style="width: 50%;">2024 Chevrolet Silverado 1500 x 8</td> </tr> <tr> <td style="text-align: right;">\$388,076.80</td> <td></td> </tr> <tr> <td>Wilson County Motors</td> <td>2024 Chevrolet Tahoe 4WD x 2</td> </tr> <tr> <td style="text-align: right;">\$99,230.40</td> <td></td> </tr> <tr> <td>Wilson County Motors</td> <td>2024 Chevrolet Tahoe 2WD x 1</td> </tr> <tr> <td style="text-align: right;">\$47,483.20</td> <td></td> </tr> <tr> <td>Tutton Jeep</td> <td>2024 Jeep Grand Cherokee x 3</td> </tr> <tr> <td style="text-align: right;">\$113,658.00</td> <td></td> </tr> <tr> <td>Equipment</td> <td>lights, sirens, and radios, etc.</td> </tr> <tr> <td style="text-align: right;">\$196,000.00</td> <td></td> </tr> <tr> <td>Total</td> <td>\$844,448.40</td> </tr> </table> <p>The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.</p> | Wilson County Motors | 2024 Chevrolet Silverado 1500 x 8 | \$388,076.80 | | Wilson County Motors | 2024 Chevrolet Tahoe 4WD x 2 | \$99,230.40 | | Wilson County Motors | 2024 Chevrolet Tahoe 2WD x 1 | \$47,483.20 | | Tutton Jeep | 2024 Jeep Grand Cherokee x 3 | \$113,658.00 | | Equipment | lights, sirens, and radios, etc. | \$196,000.00 | | Total | \$844,448.40 |
| Wilson County Motors | 2024 Chevrolet Silverado 1500 x 8 | | | | | | | | | | | | | | | | | | | | | | |
| \$388,076.80 | | | | | | | | | | | | | | | | | | | | | | | |
| Wilson County Motors | 2024 Chevrolet Tahoe 4WD x 2 | | | | | | | | | | | | | | | | | | | | | | |
| \$99,230.40 | | | | | | | | | | | | | | | | | | | | | | | |
| Wilson County Motors | 2024 Chevrolet Tahoe 2WD x 1 | | | | | | | | | | | | | | | | | | | | | | |
| \$47,483.20 | | | | | | | | | | | | | | | | | | | | | | | |
| Tutton Jeep | 2024 Jeep Grand Cherokee x 3 | | | | | | | | | | | | | | | | | | | | | | |
| \$113,658.00 | | | | | | | | | | | | | | | | | | | | | | | |
| Equipment | lights, sirens, and radios, etc. | | | | | | | | | | | | | | | | | | | | | | |
| \$196,000.00 | | | | | | | | | | | | | | | | | | | | | | | |
| Total | \$844,448.40 | | | | | | | | | | | | | | | | | | | | | | |
| LEGAL: | N/A | | | | | | | | | | | | | | | | | | | | | | |



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : May 30, 2024
Ref : Purchase of three 2024 Chevrolet Tahoe police packages, eight 2024 Chevrolet Silverado 1500 police packages, and three 2024 Jeep Grand Cherokees.

I am requesting approval to purchase three 2024 Chevrolet Tahoe police package vehicles, eight 2024 Chevrolet Silverado1500 police packages, and three 2024 Jeep Grand Cherokees. These vehicles will replace older vehicles in our fleet and will be used to fill six new sworn officer positions for the FY 2024/2025 budget year. These vehicles will be paid for out of the general fund. The cost of these vehicles is \$648,448.40. However, I am requesting an additional \$14,000.00 per vehicle to equip these vehicles with lights, sirens, and radios, etc. The total cost of the vehicles and equipment will not exceed \$844,448.40. The vehicles will be purchased from the following dealerships:

| | | |
|----------------------|-----------------------------------|---------------------|
| Wilson County Motors | 2024 Chevrolet Silverado 1500 x 8 | \$388,076.80 |
| Wilson County Motors | 2024 Chevrolet Tahoe 4WD x 2 | \$99,230.40 |
| Wilson County Motors | 2024 Chevrolet Tahoe 2WD x 1 | \$47,483.20 |
| Tutton Jeep | 2024 Jeep Grand Cherokee x 3 | \$113,658.00 |
| Equipment | lights, sirens, and radios, etc. | \$196,000.00 |
| Total | | \$844,448.40 |

The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.

Vehicle Type

Vendor

2024 Jeep Grand Cherokee x 3

Tutton Jeep

2024 Chevrolet Silverado 1500 x 8

Wilson County Motors

2024 Chevrolet Tahoe 4WD x 2

Wilson County Motors

2024 Chevrolet Tahoe 2WD x 1

Wilson County Motors

TOTAL

| Unit Price | Extended Price |
|-------------------|-----------------------|
| \$ 37,886.00 | \$ 113,658.00 |
| \$ 48,509.60 | \$ 388,076.80 |
| \$ 49,615.20 | \$ 99,230.40 |
| \$ 47,483.20 | \$ 47,483.20 |
| | \$ 648,448.40 |



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

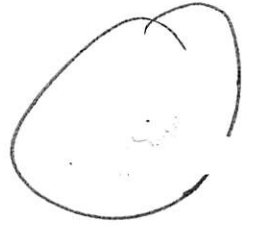
Meeting: June 6, 2024 Item 15.

Handwritten notes:
2.0
1.4

2024

4x2 9C1 Tahoe

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial



Handwritten: 421087/11



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Meeting: June 6, 2024 Item 15.

Wilson County Motors

Prepared By:

Danielle Rodriguez
Wilson County Motors
615-444-9642
danielle@wilsoncountyauto.com

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Data Version: 21179. Data Updated: Dec 10, 2023 6:40:00 PM PST.



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Price Summary

| | VQ2 | MSRP |
|--------------------|--------------------|--------------------|
| Base Price | \$46,212.20 | \$50,450.00 |
| Total Options | (\$724.00) | \$1,235.00 |
| Vehicle Subtotal | \$45,488.20 | \$51,685.00 |
| Destination Charge | \$1,995.00 | \$1,995.00 |
| Grand Total | \$47,483.20 | \$53,680.00 |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Weight Ratings

WEIGHT RATINGS

| | |
|---------------------------------|-------------|
| Front Gross Axle Weight Rating: | 3300 lbs |
| Rear Gross Axle Weight Rating: | 4300 lbs |
| Gross Vehicle Weight Rating: | 7400.00 lbs |

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Wilson County Motors

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Selected Model and Options

MODEL

| CODE | MODEL | VQ2 | MSRP |
|---------|---|-------------|-------------|
| CC10706 | 2024 Chevrolet Tahoe 2WD 4dr Commercial | \$46,212.20 | \$50,450.00 |

COLORS

| CODE | DESCRIPTION |
|------|--------------|
| GAZ | Summit White |

SUSPENSION PKG

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|------|------|
| Z56 | Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

EMISSIONS

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---------------------------------|--------------|-------------|--------|--------|
| FE9 | Emissions, Federal requirements | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

ENGINE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|--------|--------|
| L84 | Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

TRANSMISSION

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|------|------|
| MHU | Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

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Wilson County Motors

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

GVWR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|--------|--------|
| C6C | GVWR, 7400 lbs. (3357 kg) (2WD model only.) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

AXLE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|-----------------------|--------------|-------------|--------|--------|
| GU5 | Rear axle, 3.23 ratio | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|--------|--------|
| 1FL | Commercial Preferred Equipment Group includes standard equipment | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

WHEEL TYPE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

TIRES

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

PAINT

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--------------|--------------|-------------|--------|--------|
| GAZ | Summit White | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

SEAT TYPE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|--------|--------|
| AZ3 | Seats, front 40/20/40 split-bench (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

SEAT TRIM

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|--------|--------|
| H1T | Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

RADIO

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|--------|--------|
| IOR | Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|---------|---------|
| 9C1 | Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only) *Upon selection of this option the base price will change* | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |
| AMF | Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | \$66.00 | \$75.00 |

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Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| 5J9 | Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| 5LO | Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| 6J7 | Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Capless Fuel Fill (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| J55 | Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| K3W | Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| KX4 | Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| RC1 | Skid plate, front (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| V03 | Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailing Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|------|------|
| — | Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| RAV | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| V53 | Luggage rack side rails, delete (Included with (9C1) Police Vehicle.) *CREDIT* | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| WUA | Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| 5J3 | Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| ATD | Seat delete, third row passenger *CREDIT* | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| AX2 | Key, unique Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| BCV | Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| VZ2 | Speedometer calibration (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| — | Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|------|------|
| — | Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| VXT | Incomplete vehicle (Included and only available with (9C1) Police Vehicle. Included and only available with (ATZ) rear seat delete.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

CUSTOM EQUIPMENT

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|----------------------|------------------|-----------------|-----------------|-------------------|-------------------|
| Assist | Assistance | 0.00 lbs | 0.00 lbs | (\$1,950.00) | \$0.00 |
| Fed Tire | Federal Tire Fee | 0.00 lbs | 0.00 lbs | \$10.00 | \$10.00 |
| Program | Programming Fobs | 0.00 lbs | 0.00 lbs | \$550.00 | \$550.00 |
| SWC | SWC Adjustment | 0.00 lbs | 0.00 lbs | \$600.00 | \$600.00 |
| Options Total | | 0.00 lbs | 0.00 lbs | (\$724.00) | \$1,235.00 |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension Package, Premium Smooth Ride (STD)

GVWR, 7400 lbs. (3357 kg) (2WD model only.) (STD)

Keyless start, push button

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Differential, mechanical limited-slip

Rear wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

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Exterior

- Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)
- Wheel, full-size spare, 17" (43.2 cm)
- Tire, spare P265/70R17 all-season, blackwall
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, upper
- Fascia, front
- Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)
- Assist steps, Black with chrome accent strip
- Headlamps, LED
- Lamps, stop and tail, LED
- Mirrors, outside heated power-adjustable, manual-folding, body-color
- Mirror caps, body-color
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, acoustic, laminated
- Glass, windshield shade band
- Windshield, solar absorbing
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Door handles, body-color
- Liftgate, rear manual

Entertainment

- Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Audio system feature, 6-speaker system
- SiriusXM, delete
- Infotainment display, 8" diagonal touchscreen
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- Wireless Apple CarPlay/Wireless Android Auto
- Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

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Interior

- Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)
- Seat trim, cloth
- Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar
- Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar
- Seats, second row 60/40 split-folding bench, manual
- Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle.)
- Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
- Electronic Precision Shift
- Steering column lock, electrical
- Steering column, manual tilt and telescopic
- Steering wheel, urethane
- Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)
- Driver Information Center, 4.2" diagonal color display includes driver personalization
- Rear Seat Reminder
- Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
- Keyless Open includes extended range Remote Keyless Entry
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, content, electrical, unauthorized entry
- USB data ports, 4 total; 2, one type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel
- USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)
- Window, power with driver Express-Up/Down
- Window, power with front passenger Express-Up/Down
- Windows, power with rear Express-Down
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
- Air conditioning, rear

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Interior

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Front and Rear Park Assist

Following Distance Indicator (Deleted when (9C1) Police Vehicle is ordered.)

HD Rear Vision Camera

Front Pedestrian Braking (Deleted when (9C1) Police Vehicle is ordered.)

Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle is ordered.)

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Safety-Interior

Forward Collision Alert (Deleted when (9C1) Police Vehicle is ordered.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Deleted when (UDA) vehicle deactivated communication system is ordered. OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Note: Photo may not represent exact vehicle or selected equipment.

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2024 SWC 209 9C1 Tahoe

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial





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Wilson County Motors

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Price Summary

| PRICE SUMMARY | | |
|--------------------|--------------------|--------------------|
| | VQ2 | MSRP |
| Base Price | \$48,960.20 | \$53,450.00 |
| Total Options | (\$1,340.00) | \$610.00 |
| Vehicle Subtotal | \$47,620.20 | \$54,060.00 |
| Destination Charge | \$1,995.00 | \$1,995.00 |
| Grand Total | \$49,615.20 | \$56,055.00 |

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

Weight Ratings

| WEIGHT RATINGS | |
|---------------------------------|-------------|
| Front Gross Axle Weight Rating: | 3500 lbs |
| Rear Gross Axle Weight Rating: | 4300 lbs |
| Gross Vehicle Weight Rating: | 7600.00 lbs |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

Technical Specifications

Exterior

Doors

Side Door Type N/A

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Wilson County Motors

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Selected Model and Options

| MODEL | | | |
|---------|---|-------------|-------------|
| CODE | MODEL | VQ2 | MSRP |
| CK10706 | 2024 Chevrolet Tahoe 4WD 4dr Commercial | \$48,960.20 | \$53,450.00 |

| COLORS | |
|--------|--------------|
| CODE | DESCRIPTION |
| GAZ | Summit White |

| SUSPENSION PKG | | | | | |
|----------------|--|--------------|-------------|------|------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| Z56 | Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

| EMISSIONS | | | | | |
|-----------|---------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| FE9 | Emissions, Federal requirements | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| ENGINE | | | | | |
|--------|--|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| L84 | Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| TRANSMISSION | | | | | |
|--------------|---|--------------|-------------|------|------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| MHU | Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

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GVWR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|------|------|
| C6G | GVWR, 7600 lbs. (3447 kg) (Included and only available with (9C1) Police Package. 4WD model only.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

AXLE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|-----------------------|--------------|-------------|--------|--------|
| GU5 | Rear axle, 3.23 ratio | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|--------|--------|
| 1FL | Commercial Preferred Equipment Group includes standard equipment | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

WHEEL TYPE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

TIRES

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

PAINT

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--------------|--------------|-------------|--------|--------|
| GAZ | Summit White | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

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SEAT TYPE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|--------|--------|
| AZ3 | Seats, front 40/20/40 split-bench (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

SEAT TRIM

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|--------|--------|
| H1T | Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

RADIO

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|--------|--------|
| IOR | Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|--------|--------|
| 9C1 | Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only) *Upon selection of this option the base price will change* | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

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ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| 5J9 | Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| 5LO | Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| 6J7 | Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| J55 | Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| K3W | Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| KX4 | Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| RC1 | Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| V03 | Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailing Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|------|------|
| --- | Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| RAV | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| V53 | Luggage rack side rails, delete (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT* | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| WUA | Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

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ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|------|------|
| 5J3 | Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| — | Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| ATD | Seat delete, third row passenger *CREDIT* | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| AX2 | Key, unique (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| BCV | Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| VZ2 | Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|--|--------------|-------------|------|------|
| — | Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

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ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|---|--------------|-------------|------|------|
| --- | Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |
| VXT | Incomplete vehicle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Included and only available with (ATZ) rear seat delete.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

CUSTOM EQUIPMENT

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|----------------------|-------------------------------|-----------------|-----------------|---------------------|-----------------|
| Assist | Assistance | 0.00 lbs | 0.00 lbs | (\$1,950.00) | \$0.00 |
| Fed Tire | Federal Tire Fee | 0.00 lbs | 0.00 lbs | \$10.00 | \$10.00 |
| SWC Adjust | Statewide Contract Adjustment | 0.00 lbs | 0.00 lbs | \$600.00 | \$600.00 |
| Options Total | | 0.00 lbs | 0.00 lbs | (\$1,340.00) | \$610.00 |

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension Package, Premium Smooth Ride (STD)

GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

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Mechanical

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm)

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system

SiriusXM, delete

Infotainment display, 8" diagonal touchscreen

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Entertainment

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Seat trim, cloth

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB data ports, 4 total; 2, one type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel

USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

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Interior

- Window, power with driver Express-Up/Down
- Window, power with front passenger Express-Up/Down
- Windows, power with rear Express-Down
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
- Air conditioning, rear
- Defogger, rear-window electric
- Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
- Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors, sliding
- Assist handles, overhead, driver and front passenger, located in headliner
- Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.
- Cargo management system
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- Hill Start Assist
- StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

- Daytime Running Lamps, reduced intensity low beam

Safety-Interior

- Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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 Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Safety-Interior

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Front and Rear Park Assist

Following Distance Indicator (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

HD Rear Vision Camera

Front Pedestrian Braking (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Deleted when (UDA) vehicle deactivated communication system is ordered. OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

WARRANTY

Basic Years: 3
 Basic Miles/km: 36,000
 Drivetrain Years: 5
 Drivetrain Miles/km: 60,000
 Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
 Corrosion Years (Rust-Through): 6
 Corrosion Years: 3
 Corrosion Miles/km (Rust-Through): 100,000
 Corrosion Miles/km: 36,000
 Roadside Assistance Years: 5
 Roadside Assistance Miles/km: 60,000
 Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
 Maintenance Note: First Visit: 12 Months/12,000 Miles

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

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Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



421087/90



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Meeting: June 6, 2024 Item 15.

Wilson County Motors

Prepared By:

Sabrina Edwards
Wilson County Motors
615-444-9642
Sabrina@wilsoncountyauto.com

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Data Version: 21442. Data Updated: Jan 10, 2024 7:19:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Meeting: June 6, 2024 Item15.

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Price Summary

PRICE SUMMARY

| | VQ2 | MSRP |
|--------------------|--------------------|--------------------|
| Base Price | \$42,639.80 | \$45,800.00 |
| Total Options | \$3,874.80 | \$8,235.00 |
| Vehicle Subtotal | \$46,514.60 | \$54,035.00 |
| Destination Charge | \$1,995.00 | \$1,995.00 |
| Grand Total | \$48,509.60 | \$56,030.00 |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Weight Ratings

WEIGHT RATINGS

| | |
|---------------------------------|-------------|
| Front Gross Axle Weight Rating: | 3800 lbs |
| Rear Gross Axle Weight Rating: | 3800 lbs |
| Gross Vehicle Weight Rating: | 7100.00 lbs |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Selected Model and Options

MODEL

| CODE | MODEL | VQ2 | MSRP |
|---------|--|-------------|-------------|
| CK10543 | 2024 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck | \$42,639.80 | \$45,800.00 |

COLORS

| CODE | DESCRIPTION |
|------|--------------|
| GAZ | Summit White |

EMISSIONS

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|---------------------------------|--------|--------|
| FE9 | Emissions, Federal requirements | \$0.00 | \$0.00 |

ENGINE

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|---|------------|------------|
| L84 | Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.) | \$1,403.60 | \$1,595.00 |

TRANSMISSION

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|------|------|
| MI2 | Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (9C1) Police Pursuit Package, (5W4) Special Services Package or (FHS) E85 FlexFuel capability.) | Inc. | Inc. |

GVWR

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|------|------|
| C5Y | GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.) | Inc. | Inc. |

AXLE

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|------|------|
| GU5 | Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.) | Inc. | Inc. |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|--------|--------|
| 1WT | Work Truck Preferred Equipment Group includes standard equipment | \$0.00 | \$0.00 |

WHEELS

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|---|------|------|
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) Black painted steel (Included and only available with (9C1) Police Pursuit Package.) | Inc. | Inc. |

TIRES

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|------|------|
| QAE | Tires, 275/60R20SL all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.) | Inc. | Inc. |

SPARE TIRE

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|---|------|------|
| RMW | Tire, spare 275/60R20 all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.) | Inc. | Inc. |

PAINT

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--------------|--------|--------|
| GAZ | Summit White | \$0.00 | \$0.00 |

SEAT TYPE

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|--------|--------|
| AZ3 | Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) | \$0.00 | \$0.00 |

SEAT TRIM

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|----------------------------|--------|--------|
| H2G | Jet Black, Vinyl seat trim | \$0.00 | \$0.00 |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

RADIO

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|---|--------|--------|
| IOR | Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD) | \$0.00 | \$0.00 |

ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|------------|------------|
| 9C1 | Police Pursuit Package includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (K14) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (J55) Heavy Duty Brakes, (PXT) 20" Black painted steel wheels, (RNQ) 20" Black painted steel spare wheel, (QAE) 275/60R20SL all-terrain, blackwall tires, (RMW) 275/60R20 all-terrain, blackwall spare tire, (VZ2) speedometer calibration, (JHD) Hill Descent Control, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (NZZ) skid plates, (G80) auto-locking differential, (K34) cruise control, (NQH) 2-speed transfer case, (5J3) calibration and surveillance mode interior & exterior lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration (Requires (Z71) Z71 Off-Road Package or (Z7X) Suspension Package. Requires CK10543 4WD Crew Cab Short Bed, (L84) 5.3L EcoTec3 V8 engine and either (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Not available with (5W4) Special Service Package. | \$3,955.60 | \$4,495.00 |
| Z82 | Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.) | \$374.00 | \$425.00 |
| ZLQ | WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with (PCV) WT Convenience Package.) | \$325.60 | \$370.00 |

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ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|------------|------------|
| G80 | Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.) | Inc. | Inc. |
| J55 | Brakes, Heavy-Duty 4-wheel antilock, 4-wheel disc (Included and only available with (9C1) Police Pursuit Package.) | Inc. | Inc. |
| JHD | Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.) | Inc. | Inc. |
| K47 | Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.) | Inc. | Inc. |
| KC4 | Cooling, external engine oil cooler (Included and only available with V8 engines.) | Inc. | Inc. |
| KNP | Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.) | Inc. | Inc. |
| NQH | Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package. Free flow requires Regular Cab model.) | Inc. | Inc. |
| NZZ | Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package.) | Inc. | Inc. |
| Z7X | Suspension Package, Z71 Off-Road equipment with 2" lift. Includes (Z7X) Off-Road suspension with 2" lift and monotube shocks, (JHD) Hill Descent Control, (NZZ) skid plates, (K47) heavy-duty air filter and Z71 hard badge (Requires (9C1) Police Pursuit Package.) | \$1,056.00 | \$1,200.00 |

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|---|----------|----------|
| 5J9 | Calibration, Taillamp Flasher, Red/White Calibration flashes back-up (white) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.) | Inc. | Inc. |
| 5LO | Calibration, Taillamp Flasher, Red/Red Calibration flashes back-up (red) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.) | Inc. | Inc. |
| 6J7 | Flasher System Headlamp and taillamp, DRL compatible with control wire (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.) | Inc. | Inc. |
| DLF | Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.) | Inc. | Inc. |
| QT5 | Tailgate, gate function manual with EZ Lift includes power lock and release | \$132.00 | \$150.00 |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Pursuit Package.) | Inc. | Inc. |

ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|---|------|------|
| 5J1 | Calibration, keyless remote panic button exterior lights/horn disable (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.) | Inc. | Inc. |
| 5J3 | Calibration, Surveillance Mode Interior & Exterior Lighting Calibration to disable interior & exterior automatic lighting. Feature is activated by adding wire connection to the BCM by customer/upfitter. (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.) | Inc. | Inc. |
| K34 | Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.) | Inc. | Inc. |
| KC9 | Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.) | Inc. | Inc. |
| KI4 | Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports on Crew and Double Cab models only.) | Inc. | Inc. |
| UBI | USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.) | Inc. | Inc. |

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Meeting: June 6, 2024 Item 15.

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|--|------|------|
| CTT | Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.) | Inc. | Inc. |

ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | VQ2 | MSRP |
|------|-------------------------|--------|--------|
| VQ2 | Fleet Processing Option | \$0.00 | \$0.00 |

CUSTOM EQUIPMENT

| CODE | DESCRIPTION | VQ2 | MSRP |
|----------------------|------------------------|-------------------|-------------------|
| Adjustment | state price adjustment | (\$182.00) | \$0.00 |
| Fed Tire | Federal Tire Fee | \$10.00 | \$0.00 |
| Gov Asst | Government Assistance | (\$3,200.00) | \$0.00 |
| Options Total | | \$3,874.80 | \$8,235.00 |

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Tutton Chrysler Dodge Jeep Ram

Date: 5/30/24 Meeting: June 6, 2024 Item 15.
 Salesperson: Dylan
 Manager: Dylan Tutton

Customer

Company: CARTERSVILLE POLICE DEPARTMENT Phone: _____
 Address: _____ Work: _____
 Email: sparacio110@cartersvillepolice.com Cell: (678) 507-6308

| Vehicle | Trade In |
|---|-----------------------------|
| Stock: <u>804584</u> New/Used: <u>New</u> | Payoff: <u>\$0.00</u> |
| VIN: <u>1C4RJGAG2RC211480</u> | VIN: _____ |
| Vehicle: <u>2024 Jeep Gr Cherokee</u> | Vehicle: _____ |
| Type: _____ | Type: _____ |
| Mileage: <u>11</u> Color: <u>Black</u> | Mileage: _____ Color: _____ |

| Retail Payment | Estimated | | | |
|------------------|-----------|------------|------------|------------|
| | Cash Down | \$1,000.00 | \$3,000.00 | \$5,000.00 |
| 48 Months Rebate | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 60 Months Rebate | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 72 Months Rebate | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 75 Months Rebate | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

* Estimated A.P.R Subject to equity and credit requirements.

Market Value: \$41,175.00
 Discount: \$4,090.00
 Selling Price: \$37,085.00
 Total Purchase: \$37,085.00
 Trade Allowance: (\$0.00)
 Trade Difference: \$37,085.00
 Doc Fee: \$798.00
 Lemon Law Fee: \$3.00
 Total Price: \$37,886.00
 Trade Payoff: \$0.00
 Deposit: (\$0.00)
 Balance: \$37,886.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.

Tutton Chrysler Dodge Jeep Ram

Date: 5/30/24 Meeting: June 6, 2024 Item 15.
 Salesperson: Dylan
 Manager: Dylan Tutton

Customer

Company: CARTERSVILLE POLICE DEPARTMENT Phone: _____
 Address: _____ Work: _____
 Email: sparacio110@cartersvillepolice.com Cell: (678) 507-6308

Vehicle

Stock: 302001 New/Used: New
 VIN: 1C4RJGAG5RC170603
 Vehicle: 2024 JEEP GRAND CHEROKEE
 Type: 4D WAGON LAREDO A 4X2 (22Z;23Z) (WLTH74)
 Mileage: 0 Color: Black

Trade In

Payoff: \$0.00
 VIN: _____
 Vehicle: _____
 Type: _____
 Mileage: _____ Color: _____

| Retail Payment | Estimated | | |
|----------------|---------------|-------------|-------------|
| Cash Down | \$1,000.00 | \$3,000.00 | \$5,000.00 |
| 48 Months | \$1031 - 1046 | \$979 - 994 | \$927 - 942 |
| 60 Months | \$867 - 882 | \$824 - 839 | \$780 - 795 |
| 72 Months | \$759 - 774 | \$721 - 736 | \$683 - 698 |
| 75 Months | \$738 - 753 | \$701 - 716 | \$664 - 679 |

* Estimated A.P.R Subject to equity and credit requirements.

Market Value: \$41,175.00
 Discount: \$4,090.00
 Selling Price: \$37,085.00
 Total Purchase: \$37,085.00
 Trade Allowance: (\$0.00)
 Trade Difference: \$37,085.00
 Doc Fee: \$798.00
 Lemon Law Fee: \$3.00
 Total Price: \$37,886.00
 Trade Payoff: \$0.00
 Deposit: (\$0.00)
 Balance: \$37,886.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.

Tutton Chrysler Dodge Jeep Ram

Date: 5/30/24 Meeting: June 6, 2024 Item 15.
 Salesperson: Dylan
 Manager: Dylan Tutton

Customer

Company: CARTERSVILLE POLICE DEPARTMENT Phone: _____
 Address: _____ Work: _____
 Email: sparacio110@cartersvillepolice.com Cell: (678) 507-6308

| Vehicle | Trade In |
|---|-----------------------------|
| Stock: <u>301948</u> New/Used: <u>New</u> | Payoff: <u>\$0.00</u> |
| VIN: <u>1C4RJGAG8RC163533</u> | VIN: _____ |
| Vehicle: <u>2024 JEEP GRAND CHEROKEE</u> | Vehicle: _____ |
| Type: _____ | Type: _____ |
| Mileage: <u>9</u> Color: <u>Gray</u> | Mileage: _____ Color: _____ |

| Retail Payment | Estimated | | |
|----------------|------------|------------|------------|
| | Cash Down | \$1,000.00 | \$3,000.00 |
| 48 Months | \$1,030.68 | \$979.00 | \$927.32 |
| 60 Months | \$867.02 | \$823.54 | \$780.07 |
| 72 Months | \$758.99 | \$720.93 | \$682.87 |
| 75 Months | \$737.54 | \$700.56 | \$663.58 |

* Estimated A.P.R Subject to equity and credit requirements.

Market Value: \$41,175.00
 Discount: \$4,090.00
 Selling Price: \$37,085.00
 Total Purchase: \$37,085.00
 Trade Allowance: (\$0.00)
 Trade Difference: \$37,085.00
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CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Award/Purchases |
| DEPARTMENT NAME: | Public Works |
| AGENDA ITEM TITLE: | Pothole Patcher Truck |
| DEPARTMENT SUMMARY RECOMMENDATION: | <p>The Public Works Department is in need of a truck-mounted pothole patcher. After visiting a local roads department who currently has one, the Public Works staff is recommending the purchase of a PB Loader BC-4 Patcher Truck from Environmental Products Group on Georgia State Contract #99999-001-SPD0000177-0009 for \$283,513.00. This 4-yard asphalt hopper is mounted on a Freightliner M2 chassis.</p> <p>Utilizing this asphalt patcher will reduce manpower requirements and increase the capability of asphalt placement in a single day. This unit will be operated by Public Works staff, but will benefit other departments, as most of the asphalt placement by Public Works is for utility repairs.</p> <p>This is not a budgeted item, though it will be purchased through the general fund. Public Works recommends approval to purchase this truck mounted pothole patcher.</p> |
| LEGAL: | N/A |

PROPOSAL SUMMARY

Prepared for:

Cartersville, GA



PB Loader BC-4 Patcher Truck

Asphalt Patching Truck

Cartersville, GA
5/13/24

PB Loader Asphalt Patcher

Environmental Products would like to thank you for the opportunity to present the **PB Loader Asphalt Patcher Truck**.

Environmental Products Group is the sole provider of PB Asphalt Pothole Patchers and Truck Loaders in the State of Georgia, as well as many other leading industry product lines including: Elgin Street Sweepers, Labrie Refuse Equipment, Envirosight Inspection Cameras, Vactor Vacuum Excavators, Madvac Sweepers and Vacuums, Petersen Grapple Loaders, TRUVAC Hydroexcavation Equipment and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

The following Proposal is based on the:

Georgia State Contract # 99999-001-SPD0000177-0009

Product Description

- PB LOADER MODEL BC-4, FREIGHTLINER M2 CHASSIS

Standard Features

- 4 CUBIC YARD CAPACITY
- EQUIPPED WITH RADIANT HEATER
- THERMOSTATICALLY CONTROLLED LPG BURNERS
- EMULSION SPRAY UNIT
- KEVLAR BELT CONVEYOR
- HAND TORCH
- SHOVEL APRON
- LPG TANK 35 GAL W/ BRACKETS^[1]_[SEP]
- HYDRAULIC TOOL CIRCUIT
- AUXILIARY ELECTRIC HEATING SYSTEM (ASPHALT & EMULSION)^[1]_[SEP]
- HYDRAULIC TOP LIDS AND DOORS
- CAB CONTROL (TOP LIDS)
- SPOILS BIN 24"^[1]_[SEP]
- TOOL BASKET - LOCKABLE
- TOOL BOX 36" – MOUNTED UNDER LPG TANK
- THERMOMETER 0-300 DEGREES (PATCHER & EMULSION)
- PIVOTAL ASPHALT CHUTE
- COMPACTOR LIFT PLATFORM - HYDRAULIC
- SOLVENT PUMP & WAND
- HYDRAULIC TOOL CIRCUIT
- 1-YEAR PARTS AND LABOR WARRANTY
- DELIVERY AND TRAINING

Additional Features

- HOSE REEL - 3/8" X 25' FOR SOLVENT WAND
- HOSE REEL - 1/2" X 25' FOR EMULSION
- HOSE REEL - 3/8" X 25' FOR TORCH
- HOSE REEL - 3/8" X 25' FOR AIR
- HOSE REEL - DUAL 1/2" X 25' FOR HYDRAULIC HAMMER
- (2) SPRING ASPHALT LUTE HOLDERS - STAINLESS STEEL, PASSENGER SIDE ON THE ASPHALT BOX

- PIPE STYLE TOOL HOLDER, (3) TUBES ON DRIVERS SIDE, SPOILS BIN
- BOLT ON CLEANOUT PANEL(EMULSION)
- EXTRA EMULSION Y-STRAINERS
- 20" WORK PLATFORM/CATWALK WITH LADDERS AND HAND RAILS
- TOOLBOX – 36"
- 25' POWER CABLE – 240V
- CONE HOLDER
- ARROWSTICK TRAFFIC ADVISOR 72" (WHELEN TA 45B72 LED TYPE)
- (2) WHELEN 500 V-SERIES LINEAR SUPER-LED COMBINATION
- (2) WHELEN LED MICRONS MCRNSA LIGHTS (FRONT GRILLE)
- DEBRIS SHIELD TRAFFIC ADVISOR LIGHT
- HYDRAULIC HAMMER (BR-67) WITH CUTTER^[1]_[SEP] AND TAMPER PAD
- HANDLE LOCK AND HANGER FOR HAMMER
- EMULSION TANK (100 GALLONS)
- SOLVENT TANK (15 GALLONS)
- AIR BLOW GUN W/HOSE REEL – 3/8" X 25'(UTILIZES CHASSIS AIR)
- PLATE COMPACTOR (MBW – AP200H))
- 8 GALLON POLY TANK WITH 10' HOSE & SPIGOT
- IGLOO WATER COOLER WITH RACK

Chassis Options

- FREIGHTLINER M2
- CREW CAB
- CUMMINS ENGINE
- ALLISON SERIES AUTO TRANSMISSION
- 35,000 GVW

**Sale Price per GA State Contract# 99999-001-SPD0000177-0009=
\$283,513.00**

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature: _____

Date: _____



Georgia[®]

Department of
Administrative Services
Customer Focused, Performance Driven

99999-001-SPD0000177-0009

Environmental Products was awarded the following contracts by the State of Georgia:

Elgin Street Sweepers, Vector Sewer Trucks and Trailers, Envirosight Sewer Cameras/Camera Trucks/Trailers, PB Pothole Patching Trucks, ODB/Xtremevac Leaf Vac Trucks and Trailers, Petersen Grapple Trucks and supporting accessories.

PB LOADER CORPORATION
5778 W. Barstow Ave.
Fresno, CA 93722

MANUFACTURER'S WARRANTY

PB Loader Corporation hereby warrants all *PB Loader products* sold by it to be free from manufacturing defects in normal service for a period of one year from date of delivery or in service of original user.

This Warranty is expressly limited to the replacement or repair at Fresno, California, or at an authorized dealership, unless otherwise designated by PB Loader Corporation of such part and/or parts shall appear to PB Loader Corporation to have been defective. PB Loader Corporation shall not be liable for consequential labor costs or transportation charges in connection with the replacement or repair of defective parts.

This Warranty shall become void and of no effect if repairs or alterations have been made by others except with the prior written approval of PB Loader Corporation.

PB Loader Corporation makes no other express, implied or statutory Warranty, nor is anyone authorized to make any in its behalf.

PURCHASE LETTER OF INTENT

Effective Date: May 13, 2024

RE: Purchase of : PB Loader Pothole Patcher Truck

This purchase letter of intent (the "Letter of Intent") represents the basic terms agreed upon by the Buyer and Seller. After this Letter of Intent has been made, a formal sales agreement or Purchase Order may be constructed to the benefit of the Parties involved.

I. The Buyer: City of Cartersville, GA


II. The Seller: Environmental Products Group, Inc.

III. The Product: PB Loader Pothole Patcher Truck

IV. Non-Binding – Therefore, the parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of holding this specific piece of equipment and completing the transaction in the future, of which Buyer and Seller are not bound.

V. Acceptance: If you are agreeable to the aforementioned terms, please sign this Letter of Intent.

SELLER

Seller's Signature  Date: 5/13/24

Print Name: Casey Meehan, Sales Manager, EPG

BUYER

Buyer's Signature _____ Date: _____

Print Name: _____



CITY COUNCIL ITEM SUMMARY

| | |
|---|---|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Award/Purchases |
| DEPARTMENT NAME: | Public Works |
| AGENDA ITEM TITLE: | GDOT Project CSSTP-0007-00(494) on Douthit Ferry Road |
| DEPARTMENT SUMMARY RECOMMENDATION: | The City of Cartersville is working on GDOT Project CSSTP-0007-00(494) on Douthit Ferry Road. As a part of said project, on June 22, 2023, the City of Cartersville purchased Parcel P8, known as 10 Park Court SE, Cartersville, Bartow County, Georgia from Charles Lowery/Lowery Capital Management. Pursuant to State and Federal Acquisition guidelines, the City, when acquiring property under this DOT Contract, is required to pay the owners and tenants supplemental costs which include items such as moving and relocation expenses, rent and other assorted expenses. The City has received Form RA-51 (Claim for payment of rent supplementation) for this project in the sum of \$56,868.00. Public Works is requesting approval of the required rent supplementation in a sum not to exceed \$56,868.00 from City Council. |
| LEGAL: | N/A |

GEORGIA DEPARTMENT OF TRANSPORTATION
CLAIM FOR PAYMENT - RENT SUPPLEMENT

| | |
|--|--|
| 1. Full Name of Claimant(s) Jose Quintanilla | 2. Project/PI#/CO.0007494, Bartow Parcel: P8 T-1 |
| 3. Address of Replacement Property 4 Crestwood Court, Cartersville, GA 30121 | 4. Date Replacement Property Secured August 21, 20 ²³ Telephone No.: 470-422-6018 |

5. Type of Occupancy Covered by this Claim:

SF Res./Apt./Sleeping Rm./MH Site/ Man.Home (Circle One)

| | |
|--|---|
| 6. Down Payment & Closing Cost Total Amount Due \$ <u>56,868.00</u> | 7. Amount of Rent Supplement Payment Total Rent Pymt Computed \$ _____ Rent Supplement Previously Claimed & Paid \$ _____ Amount Due \$ _____ |
|--|---|

Payment on this claim in the amount shown in 6 or 7 above is requested. I CERTIFY that all information submitted herewith or included herein is true and correct; the address in "3" above is my permanent place of residence; that I have not submitted any claim for or received payment of any compensation for the benefit claimed herein; I understand that, in addition to the penalty provided by law, falsification of any item in this claim as submitted herewith may result in forfeiture of the entire claim. I further certify that to the best of my knowledge and belief my replacement dwelling or site does meet the Georgia Department of Transportation's decent, safe, and sanitary standards. (I), (We), certify that each individual listed on this claim for payment as being an occupant of this household, is LAWFULLY PRESENT IN THE UNITED STATES. I also fully understand that if such person(s) is not lawfully present in the UNITED STATES, in accordance with PUBLIC-LAW 105-117, that (He), (She), (We), will not be eligible for Relocation Assistance Benefits, as outlined in 42 U.S.C. 4601-4655, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

Claimant's Signature(s) *Jose Quintanilla*

5/17/24
Date of Claim

[REDACTED]
SSN# (s)

SPACES BELOW TO BE COMPLETED BY GEORGIA DEPT. OF TRANSPORTATION

I CERTIFY that: (1) the determination of the amount of this payment as shown in the computation above is correct; (2) that I understand that this determination is made in accordance with State and Federal laws; (3) that to the best of my knowledge, no official of the Department has a direct or indirect, present or contemplated, personal interest in this transaction or will derive any benefit from the payment. I further certify that I have examined this claim in the substantiating documentation and have determined that this claim conforms in all respects to the above applicable provisions. This claim is approved for payment as follows:

Approved Amount of Payment \$ 56,868.00
as a Reimbursable Item.

Wesley K. Brock 5/17/2024
D.O.T. Representative (Date)
Wesley K. Brock 5/17/2024
Project Acquisition Mgr. (Date)



CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Awards/Purchases |
| DEPARTMENT NAME: | Administration |
| AGENDA ITEM TITLE: | Demolition of Buildings at 640 N. Tennessee Street |
| DEPARTMENT SUMMARY RECOMMENDATION: | Demolition bids were received from companies that were interested in demolishing several old houses at 640 N. Tennessee Street, future home of our new Parks and Recreation Center. The lowest and best bid was received by A&M Contracting in the amount of \$44,300.00. I recommend approval of this proposal. |
| LEGAL: | N/A |



May 17, 2024

1458 Grist Mill Drive
Acworth, GA. 30101
Office: (770) 318-5858
Fax: (770) 529-5279
Email: amdemo2003@yahoo.com

TO: City of Cartersville Attn: Mr. Darrell Elrod
EMAIL: delrod@cityofcartersville.org

Re: Demolition proposal for 640 N. Tennessee Street, Cartersville, GA. 30120.

- 1. Demolish and remove front building, house, slabs and footings for \$16,500.00.**
- 2. Remove rear house for \$17,300.00.**
- 3. Remove and dispose of asbestos containing materials from both structures for \$10,500.00.**

Pricing excludes (if applicable): Removing any concrete or asphalt greater than 6 inches in depth or removing concrete found under an asphalt driveway and or parking lot(s), permit(s), rodent letter(s), driveway(s), sidewalk(s) removal, tree(s) and or tree debris removal, grading, digging a basement, miscellaneous trash removal, lead testing and or lead removal, locating sewer lines, oil and or septic tank pumping, well closures, silt fence, tree save, construction entrances and or stabilization. We will file the required notifications to the Georgia EPD and verify with the gas and electric company meters and lines are removed from the structure(s), gas is killed at the street and call as required by law the Utilities Protection Center before demolition begins. We comply with state and federal regulations and are insured with standard subcontractor demolition Insurance requirements. Additional Insurance required will be added to the total price of the project. Thank you for the opportunity to bid for this project, we look forward to doing business with you. Please call me with any questions @ (770) 318-5858.

* Terms are net 30 days. If payment is not received in 30 days, 1.5% per month interest charge will be imposed on the outstanding balance. Customer will be assessed any collection fees incurred. This contract is valid for 60 days.

Sincerely,

Robert McCaughtry
Mr. Robert McCaughtry

Authorized by,

City of Cartersville



CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Bid Awards/Purchases |
| DEPARTMENT NAME: | Fire Department |
| AGENDA ITEM TITLE: | Emergency Repairs to Engine One |
| DEPARTMENT SUMMARY RECOMMENDATION: | Respectfully request approval for emergency repairs to be made to our 2015 Pierce Fire Engine One. This apparatus needs engine and air conditioning repairs. It is currently at Ten 8 shop awaiting completion of repairs. We have received an initial quote for parts and labor for repairs from Ten-8, our single source provider for Pierce Fire Apparatus for a total of \$16,244.56. I am requesting an amount not to exceed \$17,000.00 for these repairs. All repairs will be covered under vehicle maintenance, and it is a budgeted item. |
| LEGAL: | N/A |



TEN-8 FIRE & SAFETY, LLC

2904 59TH AVENUE DRIVE EAST
 BRADENTON, FL 34203
 Phone: 800-228-8368
 Fax: 941-756-2598

Invoice to:
CITY OF CARTERSVILLE, GA

P.O. BOX 1390
 CARTERSVILLE GA 30120
 USA

Original

S Meeting: June 6, 2024 Item 19.

Page **1/3**
 Invoice No: **1310044052**
 Invoice Date **06/03/24**
 Pymnt Terms **30 DWOR**

Customer No. **C00157**
 PO Number **E-1**
 Equipment Id.: **28508-01**
 VIN #: **4P1BAAGF4FA015617**
 Description: **APPARATUS**
 Veh. Miles: **56,956**
 Veh. Hours: **5,826**
 Approved:

| No. | Description | Quantity | Price | Amount | Disc. % | Disc. Amt. | Total |
|--------------|--|----------|----------|----------|---------|------------|----------|
| COMPL | E-1 #28508-01 A/C INOP | | | | | | |
| 5899 | TM31 AC COMPRESSOR | 1 | 1,609.40 | 1,609.40 | | | 1,609.40 |
| 4412S | FITTING, FEMALE 90 #10 X #10 BEADLOCK STEE | 1 | 19.87 | 19.87 | | | 19.87 |
| 4496S | AIRSOURCE FIITING - STEEL - BL - STD | 1 | 33.43 | 33.43 | | | 33.43 |
| 4408S | FITTING,45 FEMALE ORING 10 X 10 | 1 | 20.65 | 20.65 | | | 20.65 |
| 4413S | FITTING, FEMALE 90 #12 X #12 BEADLOCK STEE | 1 | 25.81 | 25.81 | | | 25.81 |
| 4409S | FITTING,45 FEMALE ORING #12 X #12 | 1 | 29.48 | 29.48 | | | 29.48 |
| 4167 | MALE M10 PORT X FEMALE R12 ADAPTER | 1 | 29.35 | 29.35 | | | 29.35 |
| 5439 | VALVE - SVC #12 OR SUCT | 1 | 160.40 | 160.40 | | | 160.40 |
| R134A-30 | REFRIGERANT R134A | 5.25 | 18.99 | 99.70 | | | 99.70 |
| LABOR | LABOR | 4 | 140.00 | 560.00 | | | 560.00 |
| SHOP | SHOP SUPPLIES | 1 | 44.80 | 44.80 | | | 44.80 |

013 CAUSE: AC lines leaking

014 CORRECTION: Replaced AC lines from compressor to driver side foot well. Replaced AC compressor due to clutch coming apart.

015 **Subtotal:** **2,632.89**

COMPL E-1 #28508-01 CHECK TRANSMISSION LIGHT ON

| | | | | | | | |
|-------|---------------|---|--------|--------|--|--|--------|
| LABOR | LABOR | 1 | 140.00 | 140.00 | | | 140.00 |
| SHOP | SHOP SUPPLIES | 1 | 12.80 | 12.80 | | | 12.80 |

019 CAUSE: Transmission light on.

020 CORRECTION: Hooked up scan tool, found the transmission light was on for fluid deterioration. Transmission fluid and filters will change during service cleared the codes and Test drove checked OK

021 **Subtotal:** **152.80**

COMPL E-1 #28508-01 OIL LEAK

| | | | | | | | |
|---------------|---------------------------------------|---|----------|----------|--|--|----------|
| 2607674 | DIPSTICK,ENGINE OIL XA,IVZ,2013,DD13 | 1 | 212.65 | 212.65 | | | 212.65 |
| 2621859 | TUBE,ENGINE OIL FILL XA,IVZ,2013,DD13 | 1 | 158.50 | 158.50 | | | 158.50 |
| SUBLET REPAIR | RE-SEALING ROCKER BOX / COVER | 1 | 4,140.47 | 4,140.47 | | | 4,140.47 |

026 CAUSE: Engine oil leak at rocker box cover.



TEN-8 FIRE & SAFETY, LLC
 2904 59TH AVENUE DRIVE EAST
 BRADENTON, FL 34203
 Phone: 800-228-8368
 Fax: 941-756-2598

Invoice to:
CITY OF CARTERSVILLE, GA

P.O. BOX 1390
 CARTERSVILLE GA 30120
 USA

Original

S Meeting: June 6, 2024 Item 19.

Page
 Invoice No: **1310044052**
 Invoice Date: **06/03/24**
 Pymtent Terms: **30 DWOR**

Customer No. **C00157**
 PO Number **E-1**
 Equipment Id.: **28508-01**
 VIN #: **4P1BAAGF4FA015617**
 Description: **APPARATUS**
 Veh. Miles: **56,956**
 Veh. Hours: **5,826**
 Approved:

Currency: \$

| No. | Description | Quantity | Price | Amount | Disc. % | Disc. Amt. | Total |
|-----------------|---|----------|--------|----------|---------|------------|-----------------|
| 027 | CORRECTION: Repairs for oil leak was performed and made by WW Williams. Sublet from Ten 8 Fire. Customer picked up truck at Ten 8 Fire Cobb County location and was driving back to station and started smelling fuel truck broke down red top Mountain Road in Cartersville Michael and Chris Winslow went out to make repairs found one of the adapter fittings at high-pressure pump had been broken loose during rocker box resealing was not torque back down and it ble an O-ring fuel leak. Installed two new O-rings and new line set from high-pressure pump to fuel rail purchased at pear state truck of Cartersville. check OK after making repairs | | | | | | |
| 028 | Subtotal: | | | | | | 4,511.62 |
| COMPL | E-1 #28508-01 CHASSIS PM 2 | | | | | | |
| 99-6004 | FILTER POWER STEERING RES- | 1 | 25.60 | 25.60 | | | 25.60 |
| PT9415-MPG KIT | TRANSMISSION FILTERS | 1 | 91.87 | 91.87 | | | 91.87 |
| SHL62005 | A668 ALLISON ATF | 45 | 11.35 | 510.75 | | | 510.75 |
| LUC10289 | 55 GALLON DRUM OF OIL | 38 | 6.07 | 230.66 | | | 230.66 |
| 10046478 | DEF FILTER KIT DD13 | 1 | 114.46 | 114.46 | | | 114.46 |
| GL-5PAIL | 80/90 LS GEAR OIL | 1 | 132.36 | 132.36 | | | 132.36 |
| 1619296 | WASHER SEAL UNDER LID NUT | 1 | 35.30 | 35.30 | | | 35.30 |
| P7505 | OIL FILTER | 1 | 34.80 | 34.80 | | | 34.80 |
| 950011K | CARTRIDGE WEBCO AIR DYER FITLTER | 1 | 35.97 | 35.97 | | | 35.97 |
| PF9908KIT | FILTER, FUEL DD13 | 1 | 99.14 | 99.14 | | | 99.14 |
| LABOR | LABOR | 12 | 140.00 | 1,680.00 | | | 1,680.00 |
| SHOP | SHOP SUPPLIES | 1 | 134.40 | 134.40 | | | 134.40 |
| 042 | CAUSE: Front brake | | | | | | |
| 043 | CORRECTION: | | | | | | |
| 044 | CORRECTION: Remove wheel rake calipers and brake pads,remove hub seal and rotors,replace all and adjust brake fr | | | | | | |
| 045 | CORRECTION: Oil change and oil filter,remove and replace fuel filters,p/steering and air dryer filter.Drain transfer case and fill fluid.Drain transmission and remove and replace filters.Grease and lube chassis. | | | | | | |
| 046 | Subtotal: | | | | | | 3,125.31 |
| COMPL | E-1 #28508-01 REPLACE ALL BRAKES | | | | | | |
| MER-23123642015 | ROTOR | 4 | 606.67 | 2,426.68 | | | 2,426.68 |
| 380048A | SEAL, OIL BATH | 2 | 90.83 | 181.66 | | | 181.66 |
| 3310558 | GASKET,FLANGE,HUBCAP TAK-4 | 4 | 7.42 | 29.68 | | | 29.68 |
| 380003A | NATIONAL GOLD OIL BATH SEAL | 2 | 83.02 | 166.04 | | | 166.04 |



TEN-8 FIRE & SAFETY, LLC
 2904 59TH AVENUE DRIVE EAST
 BRADENTON, FL 34203
 Phone: 800-228-8368
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 Veh. Hours: **5,826**
 Approved:

Currency: \$

| No. | Description | Quantity | Price | Amount | Disc. % | Disc. Amt. | Total |
|-----------|--------------------|----------|--------|----------|---------|------------|----------|
| R002435 | GASKET,AXLE FLANGE | 2 | 7.96 | 15.92 | | | 15.92 |
| DST-P1311 | BRAKE PAD SET | 2 | 302.40 | 604.80 | | | 604.80 |
| R002435 | GASKET,AXLE FLANGE | 2 | 5.65 | 11.30 | | | 11.30 |
| LABOR | LABOR | 15 | 140.00 | 2,100.00 | | | 2,100.00 |
| SHOP | SHOP SUPPLIES | 1 | 168.00 | 168.00 | | | 168.00 |

- 057 CAUSE: Replace brakes and rotors on both axles.
- 058 CORRECTION: Checked and found brakes and rotors worn to minimum limit on front and rear axle. Remove replace brake rotors pads and seals front hub gaskets on front axles. Adjust brakes, front and rear test drove to burnish in brakes. Check ok time needs to be distributed between Jerry sean and David.
- 059 CORRECTION: Checked and found brakes and rotors worn to minimum limit on front and rear axle. Remove replace brake rotors pads and seals front hub gaskets on front axles. Adjust brakes, front and rear test drove to burnish in brakes. Check ok time needs to be distributed between Jerry sean and David.

060 **Subtotal:** **5,704.08**

Tax Details

| Tax Code | Tax % | Net | Tax |
|----------|-------|-----|-----|
| | | | |

Subtotal: **\$ 16,126.70**

Freight: **\$ 117.86**

Total Before Tax: **\$ 16,244.56**

Total Tax Amount: **\$ 0.00**

Total Amount: \$ 16,244.56

Additional Expenses:

Shipping Type:

| # | Description | Net | Tax Code | Tax % | Tax | Gross |
|---|----------------|--------|----------|-------|------|--------|
| 1 | FREIGHT SER GA | 117.86 | GABARTOV | 7.000 | 0.00 | 117.86 |

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy>
Please remit to: Ten-8 Fire and Safety, LLC, P.O. Box 749713 Atlanta Ga. 30374-9713
Net 30 terms apply unless otherwise defined.



CITY COUNCIL ITEM SUMMARY

| | |
|---|--|
| MEETING DATE: | June 6, 2024 |
| SUBCATEGORY: | Contracts/Agreements |
| DEPARTMENT NAME: | Administration |
| AGENDA ITEM TITLE: | Croft & Associates Architectural and Engineering Agreements |
| DEPARTMENT SUMMARY RECOMMENDATION: | Croft & Associates has been hired to prepare plans for the new City Hall and Parks and Recreation Center. I recommend approval for the Mayor and City Clerk to sign the AIA Documents related to these projects. |
| LEGAL: | N/A |

AIA[®] Document B133[®] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 8th day of March in the year 2024
(In words, indicate day, month and year.)

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

City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

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

Croft & Associates, Inc.
3380 Blue Springs Road
Kennesaw, GA 30144

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

Cartersville Recreation Center
Located at 640 North Tennessee Street site
Design for the new construction of a 52,000SF Recreation Facility

The Construction Manager (CMaR) (if known):
(Name, legal status, address, and other information)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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- 6 COST OF THE WORK
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

- Basketball Courts (3)
- Fitness Rooms (2)
- Gymnastics Room
- Lobby (oversize for groups)
- Greeting/Check-in/Front Counter
- Administrative Area (3 Offices)
- Concession Area (no cooking)
- Storage (large for gym and gymnastics)
- Restrooms (two sets plus family restroom)
- Elevated walking track

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approximately 52,000 SF

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Init.

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Estimated Total Project Cost is \$22,500,000.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be mutually determined

.2 Construction commencement date:

To be mutually determined

.3 Substantial Completion date or dates:

To be mutually determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Steve Roberts
City of Cartersville
Parks & Recreation Director
100 Pine Grove Road
Cartersville, GA 30120

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:
To be retained by City of Cartersville

.3 Geotechnical Engineer:
To be retained by City of Cartersville

.4 Civil Engineer:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Michael Gunn, RA
Croft & Associates, Inc.
3380 Blue Springs Road
Kennesaw, GA 30144

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

Init.

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

PES Structural Engineers
1852 Century Place
Atlanta, GA 30345

.2 Mechanical Engineer:

Croft & Associates, Inc.

.3 Electrical Engineer:

Croft & Associates, Inc.

.4 Civil Engineer:

Goodwin Mills & Cawood, Inc. (formerly Southland Engineering, Inc.)
114 Old Mill Road
Cartersville, GA 30120

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA

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Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and

other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Assistance with Selection of Construction Manager | |
| § 4.1.1.2 Programming | |
| § 4.1.1.3 Multiple Preliminary Designs | |
| § 4.1.1.4 Measured drawings | |
| § 4.1.1.5 Existing facilities surveys | |
| § 4.1.1.6 Site evaluation and planning | |
| § 4.1.1.7 Building Information Model management responsibilities | |
| § 4.1.1.8 Development of Building Information Models for post construction use | |
| § 4.1.1.9 Civil engineering | |
| § 4.1.1.10 Landscape design | |
| § 4.1.1.11 Architectural interior design | |
| § 4.1.1.12 Value analysis | |
| § 4.1.1.13 Cost estimating | |
| § 4.1.1.14 On-site project representation | |
| § 4.1.1.15 Conformed documents for construction | |
| § 4.1.1.16 As-designed record drawings | |
| § 4.1.1.17 As-constructed record drawings | |
| § 4.1.1.18 Post-occupancy evaluation | |
| § 4.1.1.19 Facility support services | |
| § 4.1.1.20 Tenant-related services | |
| § 4.1.1.21 Architect's coordination of the Owner's consultants | |
| § 4.1.1.22 Telecommunications/data design | |
| § 4.1.1.23 Security evaluation and planning | |
| § 4.1.1.24 Commissioning | |
| § 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3 | |
| § 4.1.1.26 Historic preservation | |
| § 4.1.1.27 Furniture, furnishings, and equipment design | |
| § 4.1.1.28 Other services provided by specialty Consultants | |
| § 4.1.1.29 Other Supplemental Services | |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Construction Manager at Risk (CMaR) Selection Assistance - CROFT will assist the City in the documentation of the official RFQ and selection of a CMaR for this project. The City will furnish all City standard information for preparation of RFQ. The RFQ package will consist of instructions to bidders, project narrative and preliminary drawings.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Init.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the

Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-nine (29) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in Bartow County Superior Court, Georgia
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

| | |
|-----------------------------|-----------|
| Programming/Concept Design | \$ 19,200 |
| Schematic Design | \$180,800 |
| Design Development | \$602,600 |
| Construction Documents | \$421,900 |
| Construction Administration | \$214,300 |
| CMAR Assistance | \$ 9,200 |

.2 Percentage Basis
(Insert percentage value)

()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

A stipulated sum based upon the service/work required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

| | | |
|------------------------------|-----------------------|--------|
| Schematic Design Phase | percent (| %) |
| Design Development Phase | percent (| %) |
| Construction Documents Phase | percent (| %) |
| Construction Phase | percent (| %) |
| <hr/> | | |
| Total Basic Compensation | one hundred percent (| 100 %) |

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate (\$0.00) |
|-------------------------------|---------------|
| Principal | \$250 |
| Project Manager | \$180 |
| Senior Architect / Engineer | \$180 |
| Project Architect / Engineer | \$150 |
| Senior Architectural Designer | \$130 |
| Architectural Designer | \$120 |
| Engineer | \$130 |
| Construction Specialist | \$150 |
| Administrative Assistance | \$100 |

(Paragraphs deleted)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

8 % Annual

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this agreement.)

Init.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A: Croft & Associates Design Services Proposal Dated March 1, 2024

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

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Croft & Associates, Inc.
Kip E. Stokes – Chief Operations Officer

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:45:53 ET on 06/03/2024.

PAGE 1

AGREEMENT made as of the 8th day of March in the year 2024

...

City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

...

Croft & Associates, Inc.
3380 Blue Springs Road
Kennesaw, GA 30144

...

Cartersville Recreation Center
Located at 640 North Tennessee Street site
Design for the new construction of a 52,000SF Recreation Facility

The Construction Manager (CMaR) (if known):

PAGE 2

- Basketball Courts (3)
- Fitness Rooms (2)
- Gymnastics Room
- Lobby (oversize for groups)
- Greeting/Check-in/Front Counter
- Administrative Area (3 Offices)
- Concession Area (no cooking)
- Storage (large for gym and gymnastics)
- Restrooms (two sets plus family restroom)
- Elevated walking track

...

Approximately 52,000 SF

PAGE 3

Estimated Total Project Cost is \$22,500,000.

...

To be mutually determined

...

To be mutually determined

...

To be mutually determined

...

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Steve Roberts
City of Cartersville
Parks & Recreation Director
100 Pine Grove Road
Cartersville, GA 30120

PAGE 4

To be retained by City of Cartersville

...

To be retained by City of Cartersville

...

Michael Gunn, RA
Croft & Associates, Inc.
3380 Blue Springs Road
Kennesaw, GA 30144

PAGE 5

PES Structural Engineers
1852 Century Place
Atlanta, GA 30345

...

Croft & Associates, Inc.

...

.3 Electrical Engineer:

Croft & Associates, Inc.

.4 Civil Engineer:

Goodwin Mills & Cawood, Inc. (formerly Southland Engineering, Inc.)
114 Old Mill Road
Cartersville, GA 30120

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

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Construction Manager at Risk (CMaR) Selection Assistance - CROFT will assist the City in the documentation of the official RFQ and selection of a CMaR for this project. The City will furnish all City standard information for preparation of RFQ. The RFQ package will consist of instructions to bidders, project narrative and preliminary drawings.

PAGE 15

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-nine (29) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 19

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

...

[] ~~Litigation in a court of competent jurisdiction~~ Bartow County Superior Court, Georgia

PAGE 22

| | |
|-----------------------------------|------------------|
| <u>Programming/Concept Design</u> | <u>\$ 19,200</u> |
| <u>Schematic Design</u> | <u>\$180,800</u> |

| | |
|-----------------------------|-----------|
| Design Development | \$602,600 |
| Construction Documents | \$421,900 |
| Construction Administration | \$214,300 |
| CMAR Assistance | \$ 9,200 |

...

A stipulated sum based upon the service/work required.

PAGE 23

| | |
|-------------------------------|-------|
| Principal | \$250 |
| Project Manager | \$180 |
| Senior Architect / Engineer | \$180 |
| Project Architect / Engineer | \$150 |
| Senior Architectural Designer | \$130 |
| Architectural Designer | \$120 |
| Engineer | \$130 |
| Construction Specialist | \$150 |
| Administrative Assistance | \$100 |

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~~§ 11.8 Compensation for Reimbursable Expenses~~

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

- ~~.1 — Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 — Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 — Printing, reproductions, plots, and standard form documents;~~
- ~~.5 — Postage, handling, and delivery;~~
- ~~.6 — Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 — Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 — If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;~~
- ~~.9 — All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 — Site office expenses;~~
- ~~.11 — Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 — Other similar Project related expenditures.~~

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

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

8 % Annual

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Exhibit A: Croft & Associates Design Services Proposal Dated March 1, 2024

...

Croft & Associates, Inc.
Kip E. Stokes – Chief Operations Officer



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark Jackson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:45:53 ET on 06/03/2024 under Order No. 4104250291 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A

Meeting: June 6, 2024 Item20.

CROFT

March 1, 2024

Dan Porta
City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
dporta@cityofcartersville.org

**RE: Fee Proposal
Cartersville Recreation Center/ Cartersville, Georgia**

Dan:

We are pleased to submit this proposal to provide architecture and engineering services for the project referenced above. We appreciate the opportunity and look forward to working with you and your team to accomplish this exciting project.

This proposal is based on our meetings with you along with the concept sketch received from you via email on 2/08/24. For the final contract, we recommend using a Standard AIA Form of Agreement B133 between Owner and Architect.

PROJECT SUMMARY

The project entails design for the construction of a new recreation facility for the City of Cartersville at your site on Tennessee Street. The approximately 52,000 SF facility includes the following programmatic spaces:

- Basketball courts (3)
- Fitness Rooms (2)
- Gymnastics Room
- Lobby (oversize for groups)
- Greeting/Check-in/Front Counter
- Administrative Area (3 offices)
- Concession Area (no cooking)
- Storage (large for each gym and gymnastics)
- Restrooms (two sets plus family restroom)
- Elevated walking track

SCOPE OF SERVICES

Design services will be divided into six phases: Programming/ Concept Design, Schematic Design, Design Development, Construction Documents, Construction Administration, and CMAR Selection Assistance.

- **Programming/ Concept Design**

The CROFT Team will meet with your staff for a Programming session. This meeting will be highly interactive to learn your needs and will result in a written Program document. This Program will capture the goals that you have for the new facility and will serve as the basis for the Concept Design. The Concept Design will be

EXHIBIT A

developed to graphically capture your vision. Presentation of the Concept Design to Mayor and Council is part of this phase Deliverables for the Programming/Concept Design Phase will include:

- Program Document
- Site Plan sketch
- Floor plan sketch
- Front elevation sketch

- **Schematic Design**

This portion of the design exercise will be focused on creating the building and site design based on the plans and elevations developed during the Concept Design phase. Additionally, the CROFT team will be focused on fully understanding the regulatory requirements of the Authorities Having Jurisdiction (AHJ) in Cartersville and their process for review and approval of this project. The goal of the schematic design phase will be preliminary approval by the AHJ. Client approval of the schematic plans and front elevation will be required to proceed to the Design Development phase. The Schematic Design will be used by the CMAR to establish the project budget.

Deliverables for the Schematic Design phase will be as follows:

- Site Plan
- Floor Plan
- Exterior Elevation
- 3D Renderings of the main facade

- **Design Development**

The Design Development phase consists of further development of the design documents in accordance with the approved Schematic Design. The design team will produce drawings that include floor plans, roof plan, building section, major interior elevations, exterior elevations, finishes and typical wall sections. The overall structural system as well as the mechanical, electrical, and plumbing systems will be defined in drawing and narrative form. The drawings will be presented for your review, comment, and approval. Design Development will include verification of the budget by the CMAR.

- **Construction Documents**

The approved Design Development drawings will be the basis for the Construction Documents. In general, CROFT will prepare Construction Documents in sufficient detail for permitting with the Authorities Having Jurisdiction and for construction of the new building. The completed Construction Documents will be used by the CMAR to verify and finalize the project budget.

Design services that will be performed for this phase will include:

- Architecture
- Interior Design
- Civil Engineering
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering

- **Construction Administration**

Services performed during this phase will include:

- Twenty-Nine (29) site visits (total) to observe construction progress – Owner/Architect/Contractor (OAC) meetings; Twenty-Four (24)* visits by the Architect and two (2) by the Structural Engineers; two (2) each by the Electrical and Mechanical Engineers; one (1) pre-construction meeting.
- Shop Drawing Review
- Submittal Review

EXHIBIT A

- RFI response/clarification
- Pay Application Review and Approval
 - *Estimated construction duration of 12 months (bi-weekly OAC meetings based on construction duration)

• **Construction Manager at Risk (CMAR) Selection Assistance**

CROFT will assist the City in the documentation for the official RFQ and selection of a CMAR for this project. The City will furnish all City standard information for preparation of RFQ. The RFQ package will consist of instructions to bidders, project narrative and concept design drawings.

The City will receive completed RFQ responses from the contractors and will date stamp received documents. CROFT will assist the City with the review for completeness, accuracy and any proposed alternate materials, procedures, or pricing. CROFT will assist the City to solicit clarifications for items from the contractors that may be overstated or understated in an effort to ensure that the contractors completely understand the Scope of Work. A summary of the packages with attached comparisons and narrative on any proposed alternative will be prepared and submitted to the City. The City will then select and contract directly with the selected CMAR.

DESIGN ASSUMPTIONS

1. The estimated total cost for this project is \$22,500,000.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis. Presenting design options to Mayor and Council at Concept and Schematic Design are included as a part of this proposal.
3. A current boundary survey with topography and all existing site conditions will be provided by the City to CROFT in CAD format for use in design at the start of the project.
4. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
5. Geotechnical services are not included as a part of this proposal and will be provided by the City. Material and Soil Reports shall be provided to CROFT at the start of the project.
6. Environmental services are not included as a part of this proposal. If required, City will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
7. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
8. Design of site retaining walls is not included as a part of this proposal.
9. Irrigation System design is not included as a part of this proposal.
10. Landscape design is included as a part of this proposal.
11. Landscape lighting design is not included as a part of this proposal.
12. Meetings with utility companies are not anticipated and are not included as a part of this proposal. Load estimates for Utility Power Company is not included as a part of this proposal.
13. Coordination with Georgia Power regarding usage of the easement located on the project site are included as a part of this proposal.
14. Preparation of renderings, 3D views (other than stated above) and videos are not included as part of this proposal.
15. Value Engineering after Schematic Design is not included as a part of this proposal.
16. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect, and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections

EXHIBIT A

- Acceptance”, to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.
17. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
 18. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
 19. Specialty and Theatrical lighting design is not part of this proposal.
 20. Emergency generator design is included as a part of this proposal.
 21. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
 22. Sound System consultant and design is not included as part of this proposal.
 23. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are not included as a part of this proposal. Coordination with the Low Voltage consultant is included as a part of this proposal. Conduits and boxes will be shown our electrical drawings.
 24. Permit set(s) will be sent to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
 25. Construction cost estimates and project budgeting services are not included as a part of this proposal.
 26. Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above.
 27. Owner/Architect/Contractor (OAC) meetings are included during the Construction Administration phase and will be done in conjunction with the site visits.
 28. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
 29. This proposal is good for sixty (60) days from the date of the proposal.
 30. Reimbursable expenses are included in the base Professional Fee.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

SCHEDULE

Below is a preliminary project schedule. Confirmation of schedule will be addressed in the project kick-off meeting.

| | |
|----------------------------|--|
| Programming/Concept Design | 4 weeks from Notice to Proceed |
| Schematic Design: | 4 weeks from Concept Design Approval |
| Design Development: | 8 weeks from Approval of Schematic Design |
| Construction Documents: | 10 weeks from Approval of Design Development |

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

| | |
|------------------------------------|------------|
| ▪ Programming/Concept Design..... | \$ 19,200 |
| ▪ Schematic Design..... | \$ 180,800 |
| ▪ Design Development..... | \$ 602,600 |
| ▪ Construction Documents..... | \$ 421,900 |
| ▪ Construction Administration..... | \$ 214,300 |
| ▪ CMAR Assistance..... | \$ 9,200 |

EXHIBIT A

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Any additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the City. No additional fees will be charged without your prior written approval.

Dan, thank you for the opportunity to submit this proposal and we look forward to working with you and your team to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

CROFT & Associates



Jim Croft, RA, NCARB

APPROVAL

Accepted by:
Honorable Matt Santini
Mayor
Cartersville, Georgia



Signature

March 7, 2024

Date

APPROVAL

Accepted by:
Julia Drake
City Clerk
Cartersville, Georgia



Signature

March 7, 2024

Date

AIA[®] Document B133[®] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 7th day of March in the year 2024
(In words, indicate day, month and year.)

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

City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

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

Croft & Associates, Inc.
3380 Blue Springs Road
Kennesaw, GA 30144

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

Cartersville City Hall
Located at the corner of North Erwin Street and West Church Street
Design for the new construction of a three story, 15,000SF City Hall

The Construction Manager (if known):
(Name, legal status, address, and other information)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Three stories at approximately 5,000SF per floor. Final space program to be determined.

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approximately 15,000 SF

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Estimated Total Project Cost is \$7,100,000.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be mutually determined

.2 Construction commencement date:

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To be mutually determined

.3 Substantial Completion date or dates:

To be mutually determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Dan Porta
City of Cartersville
City Manager
1 North Erwin Street
Cartersville, GA 30120

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

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/

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:
To be retained by City of Cartersville

.3 Geotechnical Engineer:
To be retained by City of Cartersville

.4 Civil Engineer:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Steve Defelippi, AIA, LEED AP
Croft & Associates, Inc.
3380 Blue Springs Road
Kennesaw, GA 30144

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:
Shear Structural

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3411 Pierce Drive, Suite 100
Chamblee, GA 30341

.2 Mechanical Engineer:

Croft & Associates, Inc.

.3 Electrical Engineer:

Croft & Associates, Inc.

.4 Civil Engineer:

Goodwyn Mills & Cawood, Inc. (formerly Southland Engineering, Inc.)
114 Old Mill Road
Cartersville, GA 30120

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 Immigration Reform Compliance Requirement: During the entire duration of this Agreement, CROFT & Associates and all sub-consultants must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and

other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

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§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Assistance with Selection of Construction Manager | |
| § 4.1.1.2 Programming | |
| § 4.1.1.3 Multiple Preliminary Designs | |
| § 4.1.1.4 Measured drawings | |
| § 4.1.1.5 Existing facilities surveys | |
| § 4.1.1.6 Site evaluation and planning | |
| § 4.1.1.7 Building Information Model management responsibilities | |
| § 4.1.1.8 Development of Building Information Models for post construction use | |
| § 4.1.1.9 Civil engineering | |
| § 4.1.1.10 Landscape design | |
| § 4.1.1.11 Architectural interior design | |
| § 4.1.1.12 Value analysis | |
| § 4.1.1.13 Cost estimating | |
| § 4.1.1.14 On-site project representation | |
| § 4.1.1.15 Conformed documents for construction | |
| § 4.1.1.16 As-designed record drawings | |
| § 4.1.1.17 As-constructed record drawings | |
| § 4.1.1.18 Post-occupancy evaluation | |
| § 4.1.1.19 Facility support services | |
| § 4.1.1.20 Tenant-related services | |
| § 4.1.1.21 Architect’s coordination of the Owner’s consultants | |
| § 4.1.1.22 Telecommunications/data design | |
| § 4.1.1.23 Security evaluation and planning | |
| § 4.1.1.24 Commissioning | |
| § 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3 | |
| § 4.1.1.26 Historic preservation | |
| § 4.1.1.27 Furniture, furnishings, and equipment design | |
| § 4.1.1.28 Other services provided by specialty Consultants | |
| § 4.1.1.29 Other Supplemental Services | |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within nineteen (19) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in Bartow County Superior Court, Georgia
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Init.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees,

consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

| | |
|-----------------------------|-----------|
| Programming/Concept Design | \$17,800 |
| Schematic Design | \$61,800 |
| Design Development | \$206,200 |
| Construction Documents | \$144,300 |
| Construction Administration | \$69,700 |

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

A stipulated sum based upon the service/work required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

| | | |
|--------------------------|-----------|----|
| Schematic Design Phase | percent (|)% |
| Design Development Phase | percent (|)% |

| | | |
|------------------------------|-----------------------|--------|
| Construction Documents Phase | percent (| %) |
| Construction Phase | percent (| %) |
| Total Basic Compensation | one hundred percent (| 100 %) |

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate (\$0.00) |
|-------------------------------|----------------------|
| Principal | \$250 |
| Project Manager | \$180 |
| Senior Architect / Engineer | \$180 |
| Project Architect / Engineer | \$150 |
| Senior Architectural Designer | \$130 |
| Architectural Designer | \$120 |
| Engineer | \$130 |
| Construction Specialist | \$150 |
| Administrative Assistance | \$100 |

(Paragraphs deleted)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

8 % Annual

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Init.

[] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A: Croft & Associates Design Services Proposal Dated March 5, 2024

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Croft & Associates, Inc.
Kip E. Stokes – Chief Operations Officer

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:47:49 ET on 06/03/2024.

PAGE 1

AGREEMENT made as of the 7th day of March in the year 2024

...

City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

...

Croft & Associates, Inc.
3380 Blue Springs Road
Kennesaw, GA 30144

...

Cartersville City Hall
Located at the corner of North Erwin Street and West Church Street
Design for the new construction of a three story, 15,000SF City Hall

PAGE 2

Three stories at approximately 5,000SF per floor. Final space program to be determined.

...

Approximately 15,000 SF

...

Estimated Total Project Cost is \$7,100,000.

...

To be mutually determined

PAGE 3

To be mutually determined

...

To be mutually determined

...

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Dan Porta
City of Cartersville
City Manager
1 North Erwin Street
Cartersville, GA 30120

PAGE 4

To be retained by City of Cartersville

...

To be retained by City of Cartersville

...

Steve Defelippi, AIA, LEED AP
Croft & Associates, Inc.
3380 Blue Springs Road
Kennesaw, GA 30144

...

Shear Structural
3411 Pierce Drive, Suite 100
Chamblee, GA 30341

PAGE 5

Croft & Associates, Inc.

...

.3 Electrical Engineer:

Croft & Associates, Inc.

.4 Civil Engineer:

Goodwyn Mills & Cawood, Inc. (formerly Southland Engineering, Inc.)
114 Old Mill Road
Cartersville, GA 30120

...

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change change, and, in that event, the Owner and the Architect shall appropriately adjust

the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.4 Immigration Reform Compliance Requirement: During the entire duration of this Agreement, CROFT & Associates and all sub-consultants must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers’ Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

PAGE 15

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within nineteen (19) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

PAGE 19

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

...

[] ~~Litigation in a court of competent jurisdiction~~ Bartow County Superior Court, Georgia

PAGE 22

| | |
|------------------------------------|------------------|
| <u>Programming/Concept Design</u> | <u>\$17,800</u> |
| <u>Schematic Design</u> | <u>\$61,800</u> |
| <u>Design Development</u> | <u>\$206,200</u> |
| <u>Construction Documents</u> | <u>\$144,300</u> |
| <u>Construction Administration</u> | <u>\$69,700</u> |

...
A stipulated sum based upon the service/work required.
PAGE 23

| | |
|--------------------------------------|--------------|
| <u>Principal</u> | <u>\$250</u> |
| <u>Project Manager</u> | <u>\$180</u> |
| <u>Senior Architect / Engineer</u> | <u>\$180</u> |
| <u>Project Architect / Engineer</u> | <u>\$150</u> |
| <u>Senior Architectural Designer</u> | <u>\$130</u> |
| <u>Architectural Designer</u> | <u>\$120</u> |
| <u>Engineer</u> | <u>\$130</u> |
| <u>Construction Specialist</u> | <u>\$150</u> |
| <u>Administrative Assistance</u> | <u>\$100</u> |

...
§ 11.8 Compensation for Reimbursable Expenses

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

- ~~.1 — Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 — Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 — Printing, reproductions, plots, and standard form documents;~~
- ~~.5 — Postage, handling, and delivery;~~
- ~~.6 — Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 — Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 — If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;~~
- ~~.9 — All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 — Site office expenses;~~
- ~~.11 — Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 — Other similar Project related expenditures.~~

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

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§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

8 % Annual
PAGE 25

Exhibit A: Croft & Associates Design Services Proposal Dated March 5, 2024

...

Croft & Associates, Inc.
Kip E. Stokes – Chief Operations Officer



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark Jackson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:47:49 ET on 06/03/2024 under Order No. 4104250291 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A

CROFT

March 5, 2024

Dan Porta
City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
dporta@cityofcartersville.org

**RE: Fee Proposal
Cartersville City Hall**

Dear Dan,

We are pleased to submit this proposal to provide architecture and engineering services for the project referenced above. We appreciate the opportunity and look forward to working with you and your team to accomplish this exciting project.

This proposal is based on our meeting of Thursday, February 8, 2024. For the final contract, we recommend using a Standard AIA Form of Agreement B133 between Owner and Architect.

PROJECT SUMMARY

The project includes design for a new City Hall building. The building will be three story, with approximately 5,000sf per floor for a total building area of approximately 15,000sf.

SCOPE OF SERVICES

Design services will be divided into five phases: Programming/ Concept Design, Schematic Design, Design Development, Construction Documents and Construction Administration.

• Programming/ Concept Design

The CROFT Team will meet with your staff for a Programming session. This meeting will be highly interactive to learn your needs and will result in a written Program document. This Program will capture the goals that you have for the new City Hall and will serve as the basis for the Concept Design. The Concept Design will be developed to graphically capture your vision. Presentation of the Concept Design to Mayor and Council is part of this phase. Deliverables for the Programming/Concept Design Phase will include:

- Program Document
- Site Plan sketch
- Floor plan sketches (3)
- Front elevation sketch w/exterior design idea images

• Schematic Design

This portion of the design exercise will be focused on creating the building and site design based on the plans and elevations developed during the Concept Design phase. Additionally, the CROFT team will be focused on fully understanding the regulatory requirements of the Authorities Having Jurisdiction (AHJ) in Cartersville and their process for review and approval of this project. The goal of the schematic design phase will be preliminary approval by the AHJ. Client approval of the Schematic Design will be required to proceed

EXHIBIT A

to the Design Development phase. The Schematic Design will be used by the CMAR to establish the project budget.

Deliverables for the Schematic Design phase will be as follows:

- Site Plan
- Floor Plans (3)
- Exterior Elevation
- 3D Renderings of the main facade

- **Design Development**

The Design Development phase consists of further development of the design documents in accordance with the approved Schematic Design. The design team will produce drawings that include floor plans, roof plan, building section, major interior elevations, exterior elevations, general finishes and typical wall sections. The overall structural system as well as the mechanical, electrical, and plumbing systems will be defined in drawing and narrative form. The drawings will be presented for your review, comment, and approval. Design Development will include working closely with the CMAR for verification of the construction budget.

- **Construction Documents**

The approved Design Development drawings will be the basis for the Construction Documents. In general, CROFT will prepare Construction Documents in sufficient detail for permitting with the Authorities Having Jurisdiction and for construction of the new building. The completed Construction Documents will be used by the CMAR to verify and finalize the project budget.

Design services that will be performed for this phase will include:

- Architecture
- Interior Design
- Civil Engineering
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering

- **Construction Administration**

Services performed during this phase will include:

- Twenty-Four (24) site visits (total) to observe construction progress along with Owner/Architect/Contractor (OAC) meetings; Twenty (20)* visits by the Architect and one (1) by the Structural Engineer; two (2) by the Electrical and Mechanical Engineers; one (1) pre-construction meeting.
- Shop Drawing Review
- Submittal Review
- RFI response/clarification
- Pay Application Review and Approval

*Estimated construction duration of 10 months (bi-weekly OAC meetings based on construction duration)

EXHIBIT A

DESIGN ASSUMPTIONS

1. The estimated total cost for this project is \$7,100,000.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis. Presenting design options to Mayor and Council at Concept and Schematic Design are included as a part of this proposal.
3. A current boundary survey with topography and all existing site conditions will be provided by the City to CROFT in CAD format for use in design at the start of the project.
4. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
5. Geotechnical services are not included as a part of this proposal and will be provided by the City. Material and Soil Reports shall be provided to CROFT at the start of the project.
6. Environmental services are not included as a part of this proposal. If required, City will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
7. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
8. The City will be responsible for preparing and executing the Construction Manager at Risk process.
9. Interior design is included as a part of this proposal. Selection and specification of furniture is not included as a part of this proposal.
10. Design of site retaining walls is not included as a part of this proposal.
11. Irrigation System design is not included as a part of this proposal.
12. Landscape design is included as a part of this proposal.
13. Landscape lighting design is not included as a part of this proposal.
14. Existing utilities at the project site are assumed to be adequate for the new building. Meetings with utility companies to deliver new utilities are not anticipated and are not included as a part of this proposal. Load estimates for Utility Power Company is not included as a part of this proposal.
15. Preparation of renderings, 3D views (other than stated above) and videos are not included as part of this proposal.
16. Value Engineering after Schematic Design is not included as a part of this proposal.
17. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect, and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections Acceptance", to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.
18. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
19. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
20. Specialty and Theatrical lighting design is not part of this proposal.
21. Emergency generator design is included as a part of this proposal.
22. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
23. Sound System consultant and design is not included as part of this proposal.
24. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are not included as a part of this proposal. Coordination with the Low Voltage consultant is included as a part of this proposal. Conduits and boxes will be shown our electrical drawings.

EXHIBIT A

25. Permit set(s) will be sent to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
26. Construction cost estimates and project budgeting services are not included as a part of this proposal.
27. Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above.
28. Owner/Architect/Contractor (OAC) meetings are included during the Construction Administration phase and will be done in conjunction with the site visits.
29. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
30. This proposal is good for sixty (60) days from the date of the proposal.
31. Reimbursable expenses are included in the base Professional Fee.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

SCHEDULE

Below is a preliminary project schedule. Confirmation of schedule will be addressed in the project kick-off meeting.

| | |
|----------------------------|--|
| Programming/Concept Design | 5 weeks from Notice to Proceed |
| Schematic Design: | 4 weeks from Concept Design Approval |
| Design Development: | 8 weeks from Approval of Schematic Design |
| Construction Documents: | 10 weeks from Approval of Design Development |

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

| | |
|-------------------------------------|------------|
| ▪ Programming/Concept Design | \$ 17,800 |
| ▪ Schematic Design | \$ 61,800 |
| ▪ Design Development | \$ 206,200 |
| ▪ Construction Documents | \$ 144,300 |
| ▪ Construction Administration | \$ 69,700 |

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Any additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the City. *No additional fees will be charged without your prior written approval.*

EXHIBIT A

Dan, thank you for the opportunity to submit this proposal and we look forward to working with you and your team to accomplish this project for the City. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

CROFT & Associates



Jim Croft, RA, NCARB

APPROVAL

Accepted by:
Honorable Matt Santini
Mayor
Cartersville, Georgia


Signature

March 7, 2024
Date

APPROVAL

Accepted by:
Julia Drake
City Clerk
Cartersville, Georgia


Signature

March 7, 2024
Date