



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, May 06, 2021 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

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. April 15, 2021

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

2. ZMA21-01 Annual Zoning Map Amendment

SECOND READING OF ORDINANCES

3. Wastewater Discharge Surcharge

BID AWARD/PURCHASES

4. WPCP Limatorque Slide Gate Actuator

5. Press Building AC Replacement

6. Self Contained Breathing Apparatus (SCBA)

7. Replacement Generator for Fire Station 2

CONTRACTS/AGREEMENTS

- [8.](#) Preventative Maintenance Contract for the Public Safety Building
- [9.](#) Goodyear Clubhouse Renovation
- [10.](#) Relocation Agreement Turn Lane Conflict

BID AWARD/PURCHASES

- [11.](#) Transco – Replacement Meter Cartridge
- [12.](#) Backhoe Repair
- [13.](#) Grapple Loader Truck
- [14.](#) New Router and Bandwidth Shaper for Collocation Space
- [15.](#) SpryPoint

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:	May 6, 2021
SUBCATEGORY:	City Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	April 15, 2021
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the April 15, 2021 City Council Meeting have been uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
10 N. Public Square
April 15, 2021
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:07 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:34 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:00 PM.

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: Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Taff Wren, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk and Keith Lovell, Assistant City Attorney.

Absent: Kari Hodge, Council Member Ward One; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five

REGULAR AGENDA

Keith Lovell, Assistant City Attorney stated in order to have a quorum, Mayor Matthew Santini would be a voting member of Council at this meeting.

COUNCIL MEETING MINUTES

1. April 1, 2021

A motion to approve the April 1, 2021 Council Meeting Minutes was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0

APPOINTMENTS

2. Appointment of Gas System Director

Dan Porta, City Manager stated that Gas Director, Michael Hill, scheduled to retire effective April 30, 2021, will leave an opening. Michael Dickson, currently the Assistant Gas Director will bring years of knowledge and experience to this position. Mr. Porta recommended that Michael Dickson be appointed as Gas Department Director effective May 1, 2021.

A motion was made to appoint Michael Dickson as Gas System Director by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0

Julia Drake, City Clerk, swore in Michael Dickson as the Gas Department Director.

Mayor Santini asked Michael Hill, Gas Department Director, to come forward. The Mayor proceeded to thank Mr. Hill for his service, leadership, and contributions to the City of Cartersville for over 22 years. In addition, he stated that Mr. Hills absence would certainly be missed and wished Mr. Hill well for the next chapter of this life.

PUBLIC HEARING – 1st READING OF ZONING/ANNEXATION REQUESTS

3. ZMA21-021: Annual Zoning Map Amendment

Randy Mannino, Planning and Development Department Head, stated this is the annual re-adoption of the official zoning map. It includes the annexation/de-annexations and zoning actions approved by City Council in the last 11 months. Map corrections are also included. The last zoning map adoption was June 4th, 2020. Planning Commission recommends approval, 4-0.

Public hearing open.

With no one to come forward, the public hearing was closed.

This was a first reading and no vote is required.

Zoning Update Summary

AZ20-01	5450 Hwy 20(CBCC)	G-C/ Deannex.	Acreage: 1.67
AZ20-02	C120-0001-002. Bates Rd	P-D/ Deannex.	Acreage: 55.23
AZ20-04	South of 175 Main St. Market Place	Annex./ MF-14	Acreage: 1.95
AZ21-01	24 Royal Lake Cove	Annex./ R-20	Acreage: 3.11
AZ21-02	16,18,20 Royal Lake Cove	Annex./ R-20	Acreage: 4.28
Z20-01	26 Overlook Pkwy.	G-C/R-20 to MF-14	Acreage: 27.71
Z20-02	1220 Hwy 113	O-C to G-C	Acreage: 0.91
Z20-03	175 Main St. Market Place	G-C to MF-14	Acreage: 16.78
Z20-04	Center Rd/ Hwy 113	R-20 to MF-14	Acreage: 50.00

Zoning District Boundary Line Corrections:

Street number	Street name	current zoning	Proposed zoning	Notes
2369	Hwy 411	G-C	G-C	Extend G-C shading to north property line
1350	JFH Pkwy	G-C/ H-I	G-C	Extend G-C shading to entire parcel
1364	JFH Pkwy	G-C/ H-I	G-C	Extend G-C shading to entire parcel
102	Pyron Ct	L-I/G-C	G-C	Extend L-I shading to east property line
5 & 11	Charlie Harper Dr.	O-C/ G-C	G-C	Remove O-C shading. Make all Village Hill development G-C. Approved by Mark Harris, owner rep, on behalf of owner, 3-16. Confirmed 3-18.
1261	West Ave.	Out/ G-C	Out	Remove G-C shading from all of Uninc. parcel
---	0078-0048-002 & -004 Hwy 20	GC	Out	Remove city zoning on these two County parcels at CBCC driveway. Never in City.

FIRST READING OF ORDINANCES

4. Wastewater Discharge Surcharge

Sidney Forsyth, Water Department Director, stated during a recent review of Industrial Pretreatment Permit discharge limits, an inconsistency between two similar sections of the Sewer Use and Pretreatment ordinance was discovered. Section 24-145(h) incorrectly listed the Biochemical Oxygen Demand (BOD) discharge limit as 600 milligrams per liter (mg/L). This ordinance corrects the BOD limit to 850 mg/L, which is correct and consistent with Section 22-44(h).

This was a first reading and no vote was required.

RESOLUTIONS

5. Defined Benefit Pension Trust Company

Tom Rhinehart, Finance Director, stated the Pension Trust Board has met with Salem Trust and discussed moving the current pension plan assets from Benefit Trust Company to Salem Trust. After checking references from existing local governments that have been using Salem Trust to handle their pension assets and pay monthly benefits to the beneficiaries. The Pension Trust Board recommends to the City Council that the existing pension assets be moved to Salem Trust Company.

A motion was made to approve the Defined Benefit Pension Trust Company Resolution and Agreement by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0

City of Cartersville,
Georgia

RESOLUTION 07-21

BE IT RESOLVED THAT Matthew J. Santini, Mayor, City of Cartersville, is hereby authorized to enter into an Institutional Custody Agreement between City of Cartersville and Salem Trust Company, and is further authorized to identify, from time to time, those representatives of the above-named organization who are authorized to give directions and otherwise transact business with Salem Trust Company.

BE IT FURTHER RESOLVED THAT the City Manager or Cartersville Pension Board Chairman, is hereby authorized to sell, assign and endorse for transfer certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of City of Cartersville, Georgia, and is further authorized to give such directions as may be necessary for the transfer of Assets from brokerage accounts or any other deposit accounts in the name of the above-named organization to Salem Trust Company.

I, Julia Drake, City Clerk, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mayor and City Council of the City of Cartersville, Georgia of said organization at a meeting held on April 15, 2021 at which a quorum was present and voting, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the organization's articles, bylaws or any other document under which the organization is operating.

Dated: April 15, 2021


Name and Title of Officer: Matthew J. Santini, Mayor

Attest: 
Julia Drake, City Clerk



6. US Bank/Georgia Fund 1 Resolution

Mr. Rhinehart stated Georgia Fund 1 currently has custody of the Series 2018 Water and Sewer Bond proceeds. The funds are approved for reimbursement by US Bank. In order to be reimbursed from the bond proceeds, proper documentation must be in place. This resolution updates the signatures needed to enable the city to be reimbursed for the bond projects. Approval was recommended.

A motion was made to approve US Bank/Georgia Fund 1 Resolution by Council

Member Roth and seconded by Council Member Stepp. Motion carried unanimously.
Vote: 4-0

7. BB&T dba Truist Bank

Mr. Rhinehart stated the BB&T dba Truist Bank resolution needs to be updated. Since BB&T and SunTrust Bank have merged and formed Truist Bank, the bank officials need an updated resolution from the city. BB&T has said that Truist Bank is currently doing business as BB&T and that the final merger does not take place until October 2021. For this reason, the document is on BB&T letterhead. Approval was recommended

A motion to approve the BB&T dba Truist Bank Agreement and Resolution was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 4-0

MONTHLY FINANCIAL STATEMENT

8. February 2021 Financial Report

Mr. Rhinehart gave a financial overview of February 2021 comparing numbers against February 2020.

UPDATE

9. Covid-19 Vaccine Availability

Dexter Benning, Covid-19 Equity Council member, came forward to inform the Mayor, Council, and public of the many opportunities coming to Cartersville to obtain the Covid-19 Vaccine. As a member of the Covid-19 Equity Council, they are wanting to provide 100-125 doses of the vaccine to the community. Currently, the Pfizer vaccine is available. Plans are being made to go out into the communities to administer these vaccines. Currently, Adairsville Community Vaccines are scheduled for May 8, 2021 and the Cartersville Community Vaccines are scheduled for May 15, 2021.

Mr. Benning continued to explain that most of the hesitancy to obtain this vaccine is due to lack of knowledge. He continued in saying the research is available at www.dph.org

Mayor Santini thanked Mr. Benning for his time and his efforts in getting the community together to push forward through this pandemic.

ALCOHOL LICENSES

Mr. Lovell informed the Mayor and Council Members that The Local Bar & Grill withdrew their appeal. Their sentence, recommended by the Alcohol Control Board, was

set at \$1,000 fine/3 years' probation and has been informed that the fine must be paid by Friday, April 23, 2021.

Mr. Lovell gave an overview explaining the City of Cartersville Police Department performed a sting operation to all establishments that currently hold an Alcohol License. Of the 53 establishments, 21 establishments failed to ask for proper identification and sold alcohol to a minor.

Mr. Lovell further explained that the Mayor and Council Members have the authority to allow the Alcohol Control Board's decision stand, increase/decrease the probation/fine, or suspend/revoke the alcohol license. The evidence from each case has been provided to the Mayor and Council Members for review. Each case is to be heard, however, no new evidence will be allowed to be presented. Under the Ordinance, the Mayor and Council has 30 days to make their decision.

Each establishment is being charged with violations of the following:

Section 4-13. – Licensees to keep copy of article on-premises; employees to be familiar with terms; responsibility of licensee for violations, subject to \$1,000 fine and 3-years' probation

Section 4-21. – Purchase by or sales to underage persons subject to \$1,000 fine and 3-years' probation.

10. El Nopal

Mr. Lovell stated Juan Escamilla, license holder for El Nopal, located at 540 Old Mill Rd. is in violation of selling alcohol to an underage individual. The license holder was given an opportunity to sign a consent order, pay \$1,000 fine by Friday, March 5th and subject to 3 years' probation considering this was a 1st offense. Mr. Escamilla failed to return the consent order and pay the fine. The case was heard in front of the Alcohol Control board on March 24, 2021 where ACB ruled 3-year probation and \$1,000 fine. Mr. and Mrs. Escamilla have decided to appeal their case before the Mayor and City Council.

Jana Allen, McCoy Law Firm – 775 West Ave, came forward with Judy Escamilla, owner, and Jose Leon, General Manager, both of 540 Old Mill Rd. She stated that the license holder, Juan Escamilla, was not present due to being in and out of hospital. Ms. Allen stated that they were looking for alternative options to the 3-year probation, such as higher fine, community service, or providing donated items to those in need within the community.

Mayor Santini explained nothing is stopping El Nopal from helping the community.

Council Member Roth explained that April is Alcohol Awareness Month. The violation that is under review does not require any signage stating that the establishment is under probation. In closing, he stated that he urged El Nopal to reach out in the community and seek out where help is needed.

Council Member Wren commended El Nopal's mitigation plan that was put in place.

Public hearing closed.

A motion to affirm the Alcohol Control Boards penalty was made by Council Member Roth and seconded by Mayor Santini. Motion failed. Vote: 3-1. Wren opposed.

A motion was made to evoke \$1,000 fine and 2-year probation was made by Council Member Wren and failed to receive a second. Motion failed for lack of second.

A motion was made to defer the vote to the next Council Meeting by Council Member Wren and seconded by Council Member Stepp. Motion failed. Vote: 2-2 Mayor Santini and Council Member Roth opposed.

Due to lack of obtaining a successful motion, the Alcohol Control Boards penalty was affirmed by default. Establishment has until Friday, April 23, 2021 to pay their fine to Planning and Development.

11. Short Trip/Easy Trip No. 2

Mr. Lovell stated Muhammad Suhail Chishti, license holder for Short Trip, located at 165 Cassville Rd., is in violation of selling alcohol to an underage individual. The license holder was given an opportunity to sign a consent order, pay \$1,000 fine by Friday, March 5th and subject to 3 years' probation considering this was a 1st offense. Mr. Chishti failed to return the consent order and pay the fine. He has chosen to appeal his case before the Mayor and City Council. Furthermore, Mr. Lovell stated that Mr. Chishti did not appear before the Alcohol Control Board due to being out of the country.

Mr. Chishti, license holder for Short Trip/Easy Trip No. 2, came forward to address the Mayor and City Council. He stated that he suspended the employee who sold to an underage individual for one week. The computer system in place does require a date of birth to be entered prior to sale being made. Employee overrode the system due to being busy.

A motion to affirm the Alcohol Control Board penalty was made by Council Member Roth and seconded by Council Member Stepp. Motion failed. Vote: 3-1 Wren opposed.

Due to lack of obtaining a successful motion, the Alcohol Control Boards penalty was affirmed by default. Establishment has until Friday, April 23, 2021 to pay their fine to Planning and Development.

12. The Page aka Corona's

Mr. Lovell stated Dongsik Kwak, license holder for The Page aka Corona's, located at 212 S Tennessee St. is in violation of his establishment selling alcohol to an underage individual. The license holder was given an opportunity to sign a consent order, pay \$1,000 fine by Friday, March 5th and subject to 3 years' probation considering this was a 1st offense. Mr. Kwak failed to return the consent order and pay the fine. Mr. Kwak has decided to appeal his case before Mayor and City Council. In closing, Mr. Lovell stated this establishment had two employees cited for the sale of underage alcohol sales. One employee, took the order, while another employee served the drink and cashed out the customer without asking for proper identification.

Mr. Kwak was currently out of the country. Mr. William Watkins, silent partner for The Page aka Corona's, came forward to represent the establishment. Mr. Watkins stated that the employee who took the order was terminated. The second employee was Mr. Watkins spouse and did not terminate his spouse. Mr. Watkins asked the Mayor and City Council for leniency on the fine as he simply does not have the funds to pay and was requesting other options other than financial. Since the violation, cameras have been installed so that Mr. Watkins can oversee the business in his absence.

Council Member Roth explained that the violation goes with the establishment and license holder.

Discussions commenced amongst the Council Members of potential options.

Public hearing closed.

A motion to affirm the Alcohol Control Boards penalty with conditions of the fine would be paid in ten monthly installments of \$100.00 on the 1st of every month, beginning May 1, 2021 and 3-year probation was made by Mayor Santini and seconded by Council Member Wren. Motion carried unanimously. Vote: 4-0

ADJOURNMENT

Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 8:37 PM

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Zoning
AGENDA ITEM TITLE:	ZMA21-01 Annual Zoning Map Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual re-adoption of the official zoning map. It includes the annexation/ de-annexations and zoning actions approved by City Council in the last 11 months. Map corrections are also included. The last zoning map adoption was June 4 th , 2020. Planning Commission recommends approval, 4-0.
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor & Council, City attorney
 From: Randy Mannino and David Hardegree
 Date: March 31, 2021
 Re: Zoning Map Amendment ZMA21-01

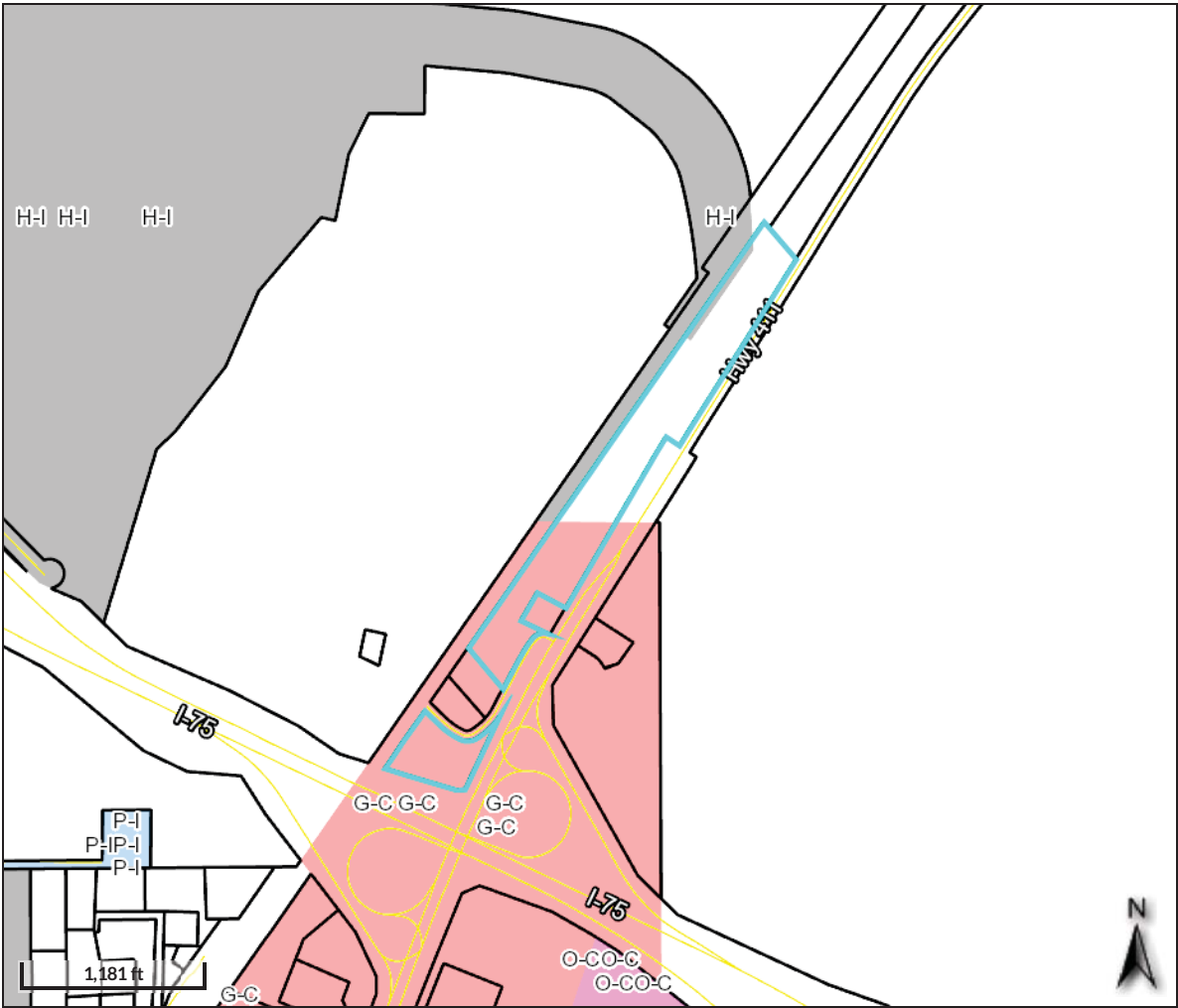
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Zoning Update Summary

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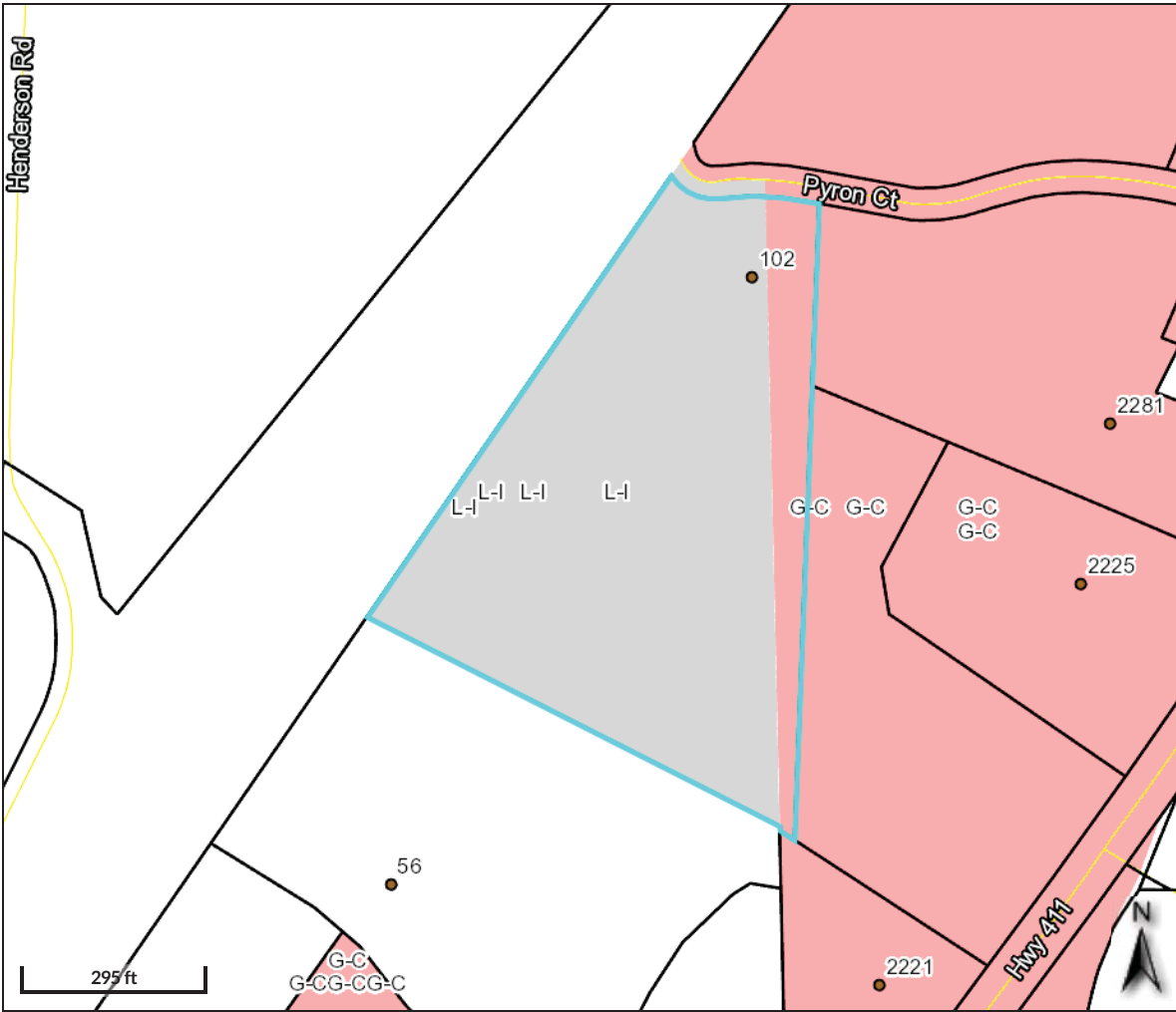
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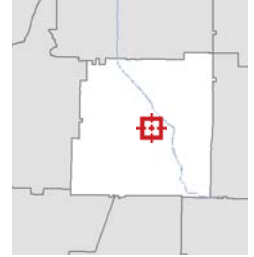


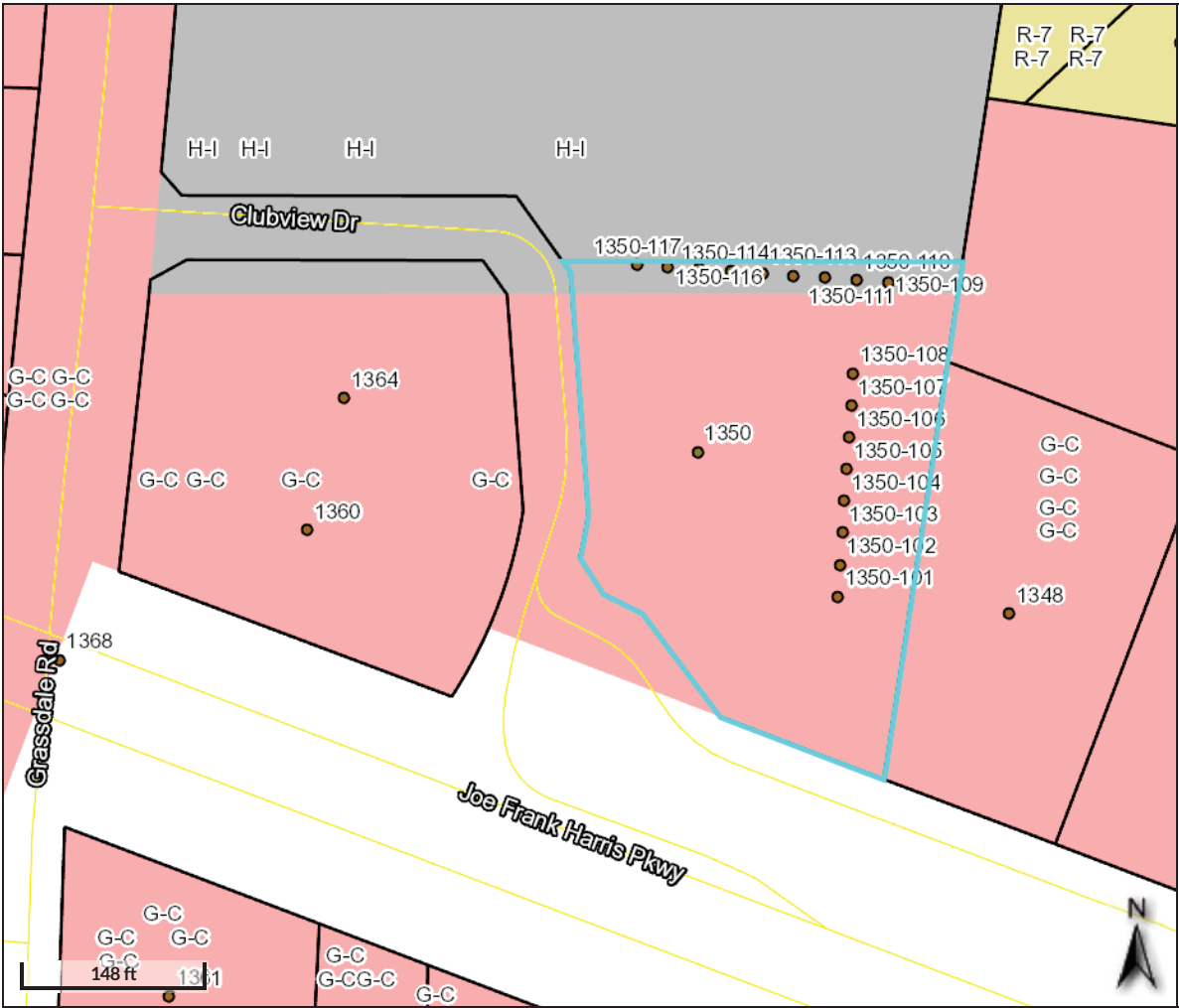
Overview





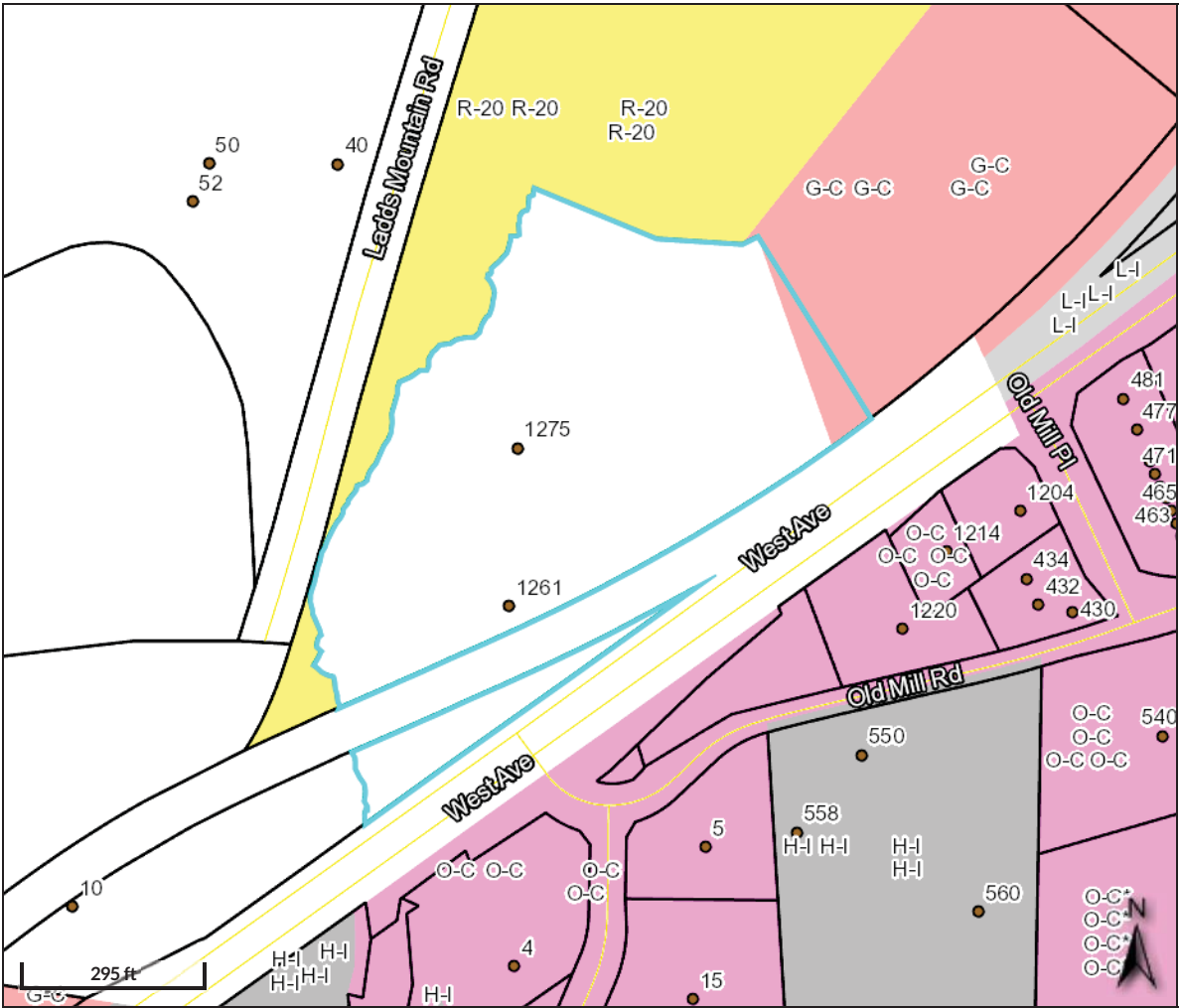
Overview

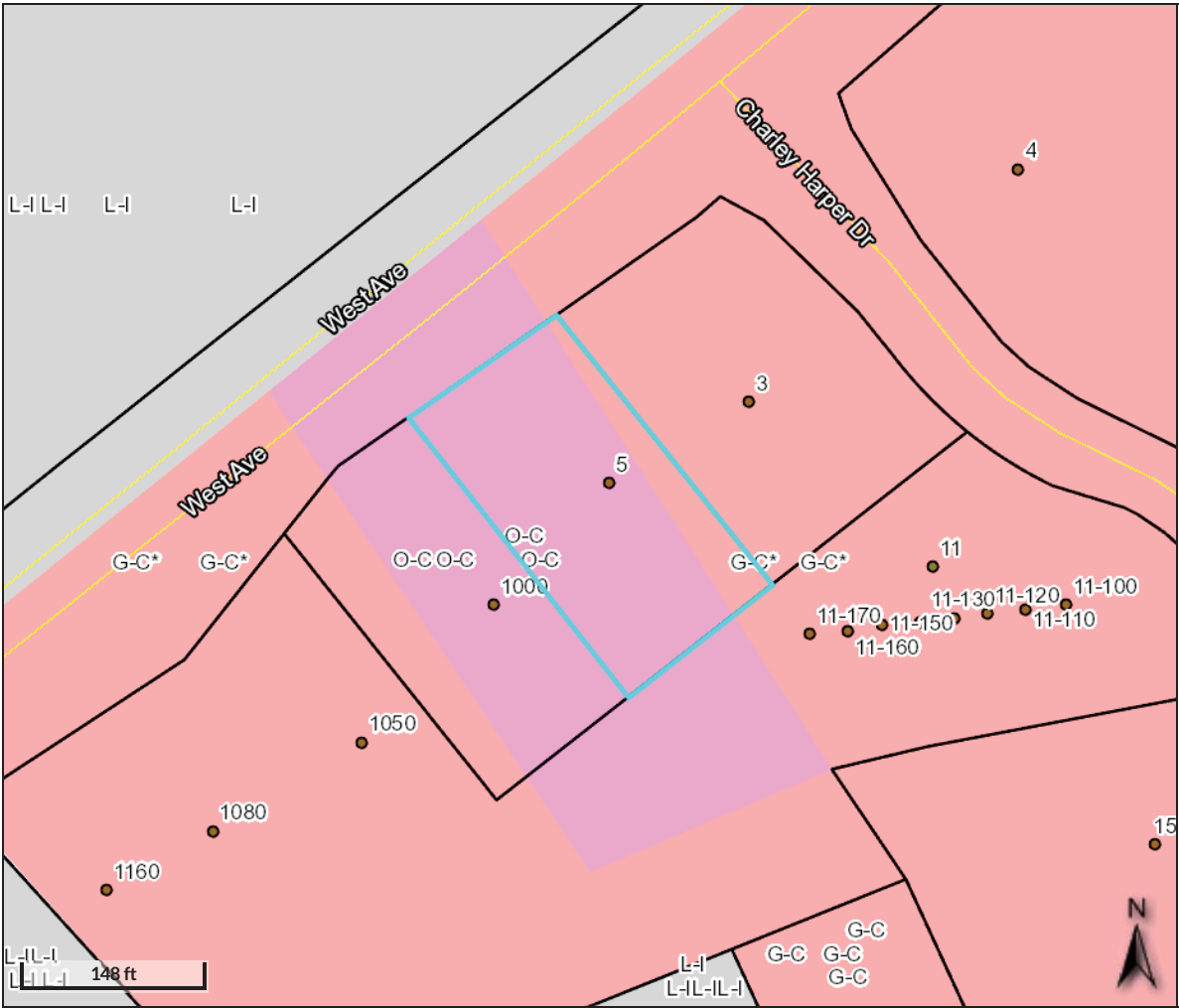




Overview







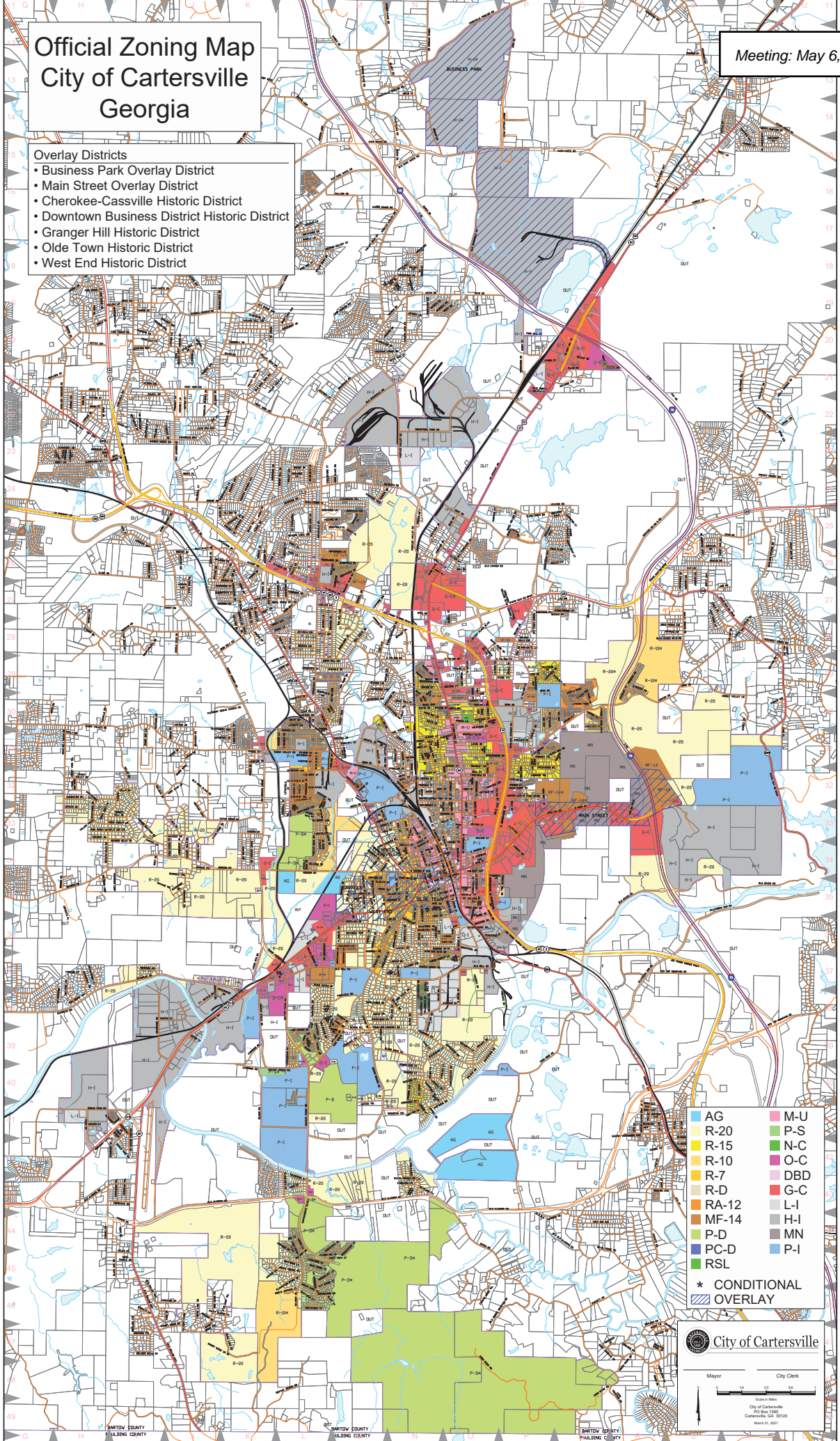
Overview



Official Zoning Map City of Cartersville Georgia

Meeting: May 6, 2021 Item 2.

- Overlay Districts**
- Business Park Overlay District
 - Main Street Overlay District
 - Cherokee-Cassville Historic District
 - Downtown Business District Historic District
 - Granger Hill Historic District
 - Olde Town Historic District
 - West End Historic District



AG	M-U
R-20	P-S
R-15	N-C
R-10	O-C
R-7	DBD
R-D	G-C
RA-12	L-I
MF-14	H-I
P-D	MN
PC-D	P-I
RSL	

* CONDITIONAL OVERLAY

City of Cartersville

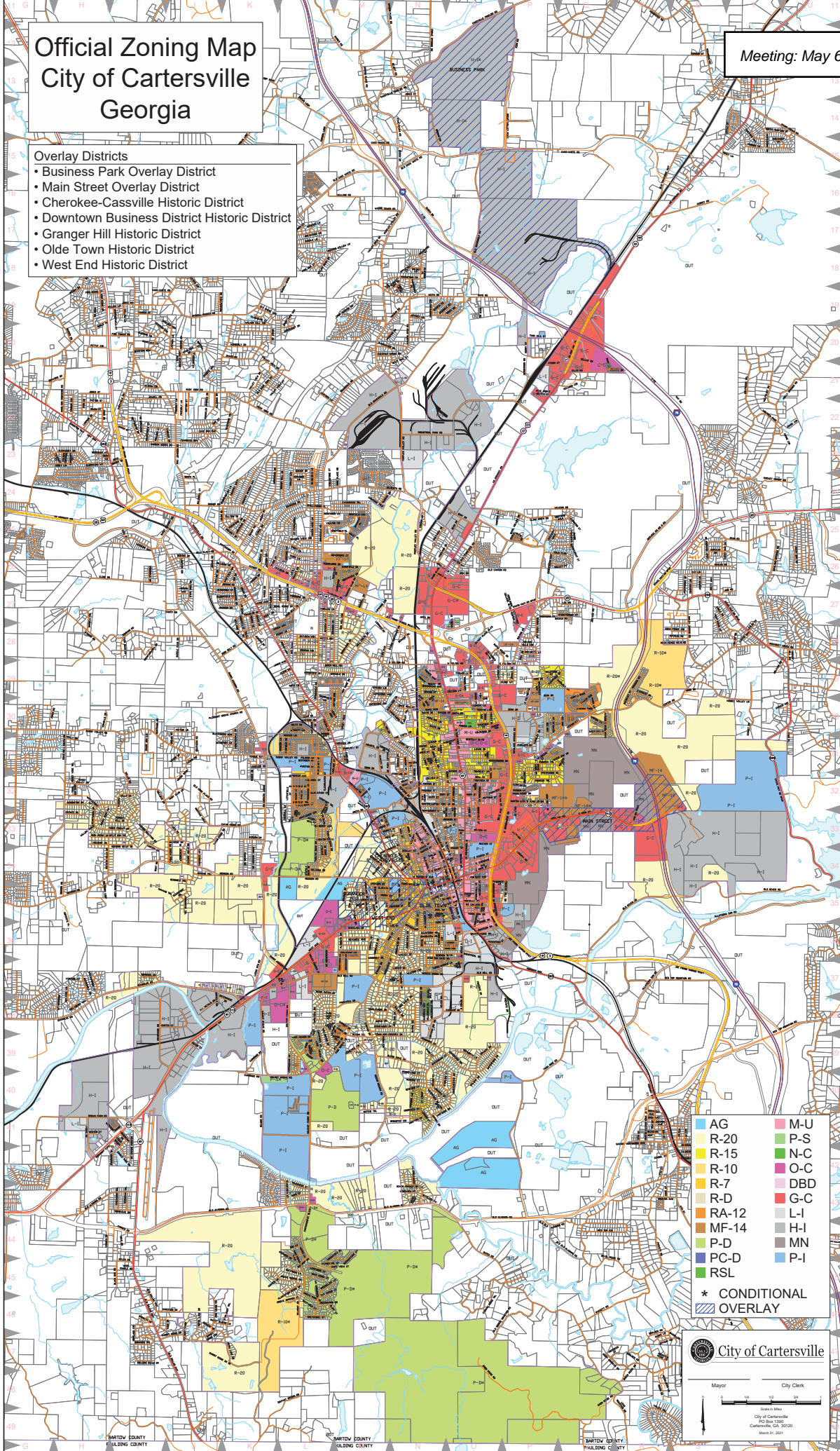
Mayor _____ City Clerk _____

City of Cartersville
102 West 11th
Cartersville, GA 30120
March 31, 2021

Official Zoning Map City of Cartersville Georgia

Meeting: May 6, 2021 Item 2.

- Overlay Districts**
- Business Park Overlay District
 - Main Street Overlay District
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 - Downtown Business District Historic District
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AG	M-U
R-20	P-S
R-15	N-C
R-10	O-C
R-7	DBD
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RA-12	L-I
MF-14	H-I
P-D	MN
PC-D	P-I
RSL	

* CONDITIONAL OVERLAY

City of Cartersville

Mayor _____ City Clerk _____

City of Cartersville
102 West 11th
Cartersville, GA 30120
March 31, 2021



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Wastewater Discharge Surcharge
DEPARTMENT SUMMARY RECOMMENDATION:	During a recent review of Industrial Pretreatment Permit discharge limits, an inconsistency between two similar sections of the Sewer Use and Pretreatment ordinance was discovered. Section 24-145(h) incorrectly listed the Biochemical Oxygen Demand (BOD) discharge limit as 600 milligrams per liter (mg/L). This ordinance corrects the BOD limit to 850 mg/L, which is correct and consistent with Section 22-44(h).
LEGAL:	N/A

Ordinance no. 17-21

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 V. SEWER USE, PRETREATMENT AND SEWAGE DISPOSAL. DIVISION 14 WASTEWATER TREATMENT RATES. SEC. 24-145. GENERALLY, subparagraph (h) is hereby amended by deleting said paragraph in its entirety and replacing as follows:

1.

Sec. 24-145. - Generally.

(h) Wastewater discharges between three hundred (300) mg/L and eight hundred fifty (850) mg/L of BOD will be assessed a surcharge. Enforcement shall be initiated for BOD discharges exceeding eight hundred fifty (850) mg/L. Wastewater discharges between three hundred (300) mg/L and one thousand five hundred (1,500) mg/L of TSS will be assessed a surcharge. Enforcement shall be initiated for TSS discharges exceeding one thousand five hundred (1,500) mg/L. The purpose of the surcharge is to encourage treatment of wastes rather than relying on the POTW to handle excess BOD and/or TSS, and to require industries generating high strength waste to bear the cost.

(1) For samples with a difficult BOD to measure accurately, chemical oxygen demand (COD) may be substituted for BOD analysis. Wastewater discharges between seven hundred fifty (750) and two thousand five hundred (2,500) mg/l of COD will be assessed a surcharge. Enforcement shall be initiated for discharges exceeding two thousand five hundred (2,500) mg/l.

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 to accomplish such intention and any ordinance or part thereof not amended shall remain in effect and be unchanged.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: April 15, 2021
SECOND READING: May 6, 2021

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	WPCP Limitorque Slide Gate Actuator
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The discharge gate for a primary screw lift pump must be operated from completely open to completely closed every time a pump is started or stopped. When cycled by hand, this operation takes either two people, or a large “cheater” bar to accomplish, in addition to a significant amount of time. In 2015, we installed electric actuators for the 3 most used pumps. The plant upgrade installed a new pump in the fourth location, which now needs an electric actuator. The Limitorque actuator would complete and standardize the actuators for this pump station.</p> <p>This is a sole source item to ensure standardization of parts and repairs for all actuators. The attached quote from Chalmers and Kubeck South for \$10,550.00 is recommended for your approval.</p> <p>This purchase is a budgeted expense to be paid from the “Maintenance to WPC Plant” line item, 505-3330-52-2361.</p>
LEGAL:	N/A



Valve & Actuation Services, LLC
DBA Chalmers and Kubeck South
 Superior Quality Products and Services for Industry

Quotation Number: 0114444
 Quote Date: 3/4/2021
 Quoted By: DAVID ARCENEAUX
 Cc: TERRY OWENS

Your Quality Engineered MRO Alternative

We are pleased to quote the item(s) listed below

To: Scott Moody
 Of: CITY OF CARTERSVILLE
 Tel:
 Fax:
 Email:

The prices quoted are Net and reflect a cash discount of 5%. NO taxes are included in the price. Freight terms are FOB shipping point, freight prepaid and added to the invoice. Standard payment terms are 30 days subject to prior credit approval. Valid credit cards will be accepted but the cash discount will NOT apply. All items indicated as in-stock are subject to prior sale. This quotation is valid for 30 days. No terms and conditions specified or preprinted on any Customer purchase order or other form of acceptance shall add to or modify these terms and conditions unless they are SPECIFICALLY agreed to in writing. We reserve the right to correct any errors that may be contained in this proposal, clerical or otherwise. We appreciate the opportunity to provide this quotation and look forward to assisting with your project. Please refer to the Quotation Number listed at the top of this form when ordering.

Limitorque

REFERENCE:

Ship VIA BESTWAY F.O.B. S/P PP & ADD

Item Number	Unit	Ordered	Price	Amount
LIM ACT MX	EACH	1.0	8,000.00	8,000.00
NEW LIMITORQUE MXa-20 / 40 RPM ACTUATOR				
<ul style="list-style-type: none"> - 3/60/230 VAC CONNECT VOLTAGE - 225 FT-LBS OF TORQUE CAPABLE - 5 ASSIGNABLE CONTACTS - O(A) CONFIGURATION - ABSOLUTE ENCODER (SENSES POSITION OF ACTUATOR) - ELECTRONIC TORQUE SENSING - 32 CHARACTER LCD DISPLAY - INTERNAL MOTOR CONTROLS - LOCAL CONTROL STATION (LOCKABLE) - MANUAL DECLUTCH (LOCKABLE) - FA14 MSS MOUNTING BASE - XP (EXPLOSION PROOF), FM CLASS 1 GROUP C&D - THREADED STEM NUT 				
INCLUDES MACHINING AND ADAPTION TO VALVE				

FIELD SERV ACT	EACH	1.0	2,550.00	2,550.00
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David Arceneaux
 Inside Sales darceneaux@candksouth.com
 1050 Industrial Blvd, Watkinsville, GA 30677 P: 800-550-4653 Ext:2131 F: 706-769-1150



Net Order: 10,550.00
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 10,550.00



Valve & Actuation Services, LLC
DBA Chalmers and Kubeck South
 Superior Quality Products and Services for Industry

Quotation Number: 0114444
 Quote Date: 3/4/2021
 Quoted By: DAVID ARGENEAUX
 Cc: TERRY OWENS

Your Quality Engineered MRO Alternative

We are pleased to quote the item(s) listed below

To: Scott Moody
 Of: CITY OF CARTERSVILLE
 Tel:
 Fax:
 Email:

The prices quoted are Net and reflect a cash discount of 5%. NO taxes are included in the price. Freight terms are FOB shipping point, freight prepaid and added to the invoice. Standard payment terms are 30 days subject to prior credit approval. Valid credit cards will be accepted but the cash discount will NOT apply. All items indicated as in-stock are subject to prior sale. This quotation is valid for 30 days. No terms and conditions specified or preprinted on any Customer purchase order or other form of acceptance shall add to or modify these terms and conditions unless they are SPECIFICALLY agreed to in writing. We reserve the right to correct any errors that may be contained in this proposal, clerical or otherwise. We appreciate the opportunity to provide this quotation and look forward to assisting with your project. Please refer to the Quotation Number listed at the top of this form when ordering.

Limitorque

REFERENCE:

Ship VIA BESTWAY F.O.B. S/P PP & ADD

Item Number	Unit	Ordered	Price	Amount
FIELD SERVICE ESTIMATE TO INSTALL NEW MXA-20 AT CUSTOMER SITE. ESTIMATE IS FOR TWO TECHNICIANS ON SITE FOR ONE DAY AND TRAVEL. ESTIMATE IS CONTINGENT UPON CUSTOMER EQUIPMENT BEING READILY ACCESSIBLE(LOTO/TAG OUT....ETC.).				
PRICE INCLUDES:				
-Two Factory Trained Technicians on site				
-Standard Labor Rates				
-Overtime Labor Rates				
-Travel to and from Site				
-Per Diem				
-Truck Charge				
-Mileage				
-Electronic Documentation(Valv-Keep)				
This is an estimate only for labor and expenses and does not include any out of scope work or parts. Job will be billed at time and materials.				

David Arceneaux
 Inside Sales darceneaux@candksouth.com
 1050 Industrial Blvd, Watkinsville, GA 30677 P: 800-550-4653 Ext:2131 F: 706-769-1150



Net Order: 10,550.00
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 10,550.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Press Building AC Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The air conditioning unit for the press building at the WPCP has a ruptured evaporator coil and needs replacing. This unit is 8 years old and not under warranty.</p> <p>Quotes were solicited from local vendors with the lowest bid being from Weaver Heating and Air Inc. for \$9,618.00.</p> <p>This recommended purchase is a budgeted expense to be paid from the "Maintenance – Heating & A/C" line item, 505-3330-52-2350.</p>
LEGAL:	N/A



Weaver Heating and AC
180 Wansley Dr. SE
Cartersville, GA 30121

Phone: (770) Meeting: May 6, 2021 Item 5.
weaverheatingandair@msn.com
<https://weaverheatingandairinc.com/>

Bill to
CITY OF CARTERSVILLE
10 PUBLIC SQUARE / FINANCE DEPT.
CARTERSVILLE GA 30120

Ship to
WASTE WATER TREATMENT PLANT
102 WALNUT GROVE ROAD
CARTERSVILLE GA 30120

Quote Q1191

Item	Description	Quantity	Price	Amount
COMMERCIAL PROPOSAL	<p>EQUIPMENT: BRYANT 5 TON AIR CONDITIONER 460-3PH, 92%/100K BTU NATURAL GAS FURNACE, MULTIPOSITIONAL 21" EVAPORATOR COIL.</p> <p>INSTALLATION INCLUDES: OLD EQUIPMENT REMOVAL/DISPOSAL, FLUSH COPPER LINES THOROUGHLY, CLEAN & FLUSH CONDENSTAE DRAIN LINE AND REATTACH, ATTACH TO EXISTING DUCTWORK WITH MODIFICATIONS AT INDOOR UNIT, 20X25X4 FILTER RACK WITH NEW RETURN PLENUM, NEW PVC FLUE PIPE WITH CONCENTRIC KIT FOR FURNACE, TRANSITIONAL METAL FROM COIL TO DUCTWORK, ATTACH TO EXISTING GAS LINE, NEW DIGITAL THERMOSTAT, NEW FOUNDATION PAD.</p> <p>INSTALL INCLUDES MATERIAL, LABOR AND CRANE FEE.</p> <p>WARRANTY:(MDAHE7) 5 YEAR PARTS & 5 YEAR LABOR</p>	1	\$9,618.00	\$9,618.00

Quote Status **Pending**

Please let us know if you have any questions about your quote!



27 Freeman Street
 Cartersville, GA 30120
 (770) 387-0266
 www.meadowsheatingandair.com

DATE:	Meeting: May 6, 2021 Item 5.
CUSTOMER NAME:	City of Cartersville Waste treatment Plant
CUSTOMER ADDRESS:	
DAYTIME PHONE:	
EVENING PHONE:	
JOB:	Breakroom unit

We, the Contractor, propose to furnish the following equipment, materials and labor:

Replace system with a:

5 ton Bryant 460v 3ph. Heat Pump System Indoor and outdoor

Price includes materials and crane

Equipment, Materials, and Labor \$ 10,837.00

Net due upon completion. **Payments to be made by:** Cash Check Credit Card Other

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or materials furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. I also authorize Meadows Heating and Air, Inc. to make inquiries to verify my creditworthiness as needed.

Customer Signature _____ Date _____

Proposed By _____ Date _____



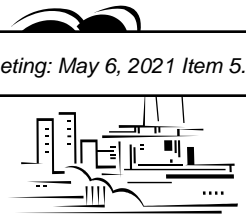
T & T Commercial Services, LLC

P.O. Box 835
1025 Mission Road, SW
Cartersville, GA 30120

(770) 382-2988

Fax: (770) 382-9651

Meeting: May 6, 2021 Item 5.



DATE: April 14, 2021
SUBMITTED TO: City of Cartersville
JOB: Wastewater Treatment Plant
102 Walnut Grove Road, Bldg. C

We respectfully submit the following proposal for replacement of an existing 7.5-ton gas/electric split system HVAC unit with a 6-ton Carrier heat pump split system (downsized due to customer request).

Proposal includes:

- Demo of existing equipment and line set
- Recovery of refrigerant per EPA guidelines
- Cap existing gas piping and cap flue vent for duct furnace
- Installation of new heat pump unit and replace line set with proper size for new equipment
- Reconnect existing electrical to new outdoor unit and air handler – The 20-kw electrical strip heater will require a new circuit – this is not included in proposal (by others)
- Pressure test system and check out operation
- Crane fee
- Scissor lift and equipment lift rental
- Sheet metal
- Condensate drains
- Controls
- Necessary refrigerant
- Insulation
- Permit
- Material and labor for a complete installation

Complete cost: **\$18,322.00**

We appreciate the opportunity to quote this project for you.

Regards,

Jim Temples

T & T Commercial Services, LLC



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Self Contained Breathing Apparatus (SCBA)
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Respectfully request approval to purchase two Self Contained Breathing Apparatus (SCBA). These are replacement breathing apparatus. Firefighters use them to provide breathable air in hazardous and toxic environments. These SCBA are single source to match the remaining units within the department.</p> <p>They comply with NFPA standards and are budgeted items under the account code of 100.2400.53.1133. We request approval to order two Scott Air-Pak SCBA from Municipal Emergency services for \$12,741.98. Your positive consideration is appreciated.</p>
LEGAL:	N/A



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Meeting: May 6, 2021 Item 6.

Date 02/19/2021
Quote # QT1447590
Expires 12/31/2021
Sales Rep Adams, Jeremy L
PO #
Shipping Method FedEx Ground

Bill To
 CARTERSVILLE FIRE DEPT
 P.O. BOX 1390
 19 N. ERWIN STREET
 CARTERSVILLE GA 30120
 United States

Ship To
 Mitchell Bagley- Captain
 CARTERSVILLE FIRE DEPT
 195 CASSVILLE ROAD
 Cartersville GA 30120

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
X8814021005304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Standard Hose, No EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	2	5,317.21	10,634.42
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	2	1,053.78	2,107.56

Subtotal 12,741.98
Shipping Cost (FedEx Ground) 0.00
Total \$12,741.98

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1447590





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Replacement Generator for Fire Station 2
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval to purchase a generator for Cartersville Fire Station #2 located on Peebles Valley Rd. The current generator was scheduled to be replaced in the FY 21/22 budget and was moved from old station 1 on Erwin St in 2011. It is approximately 25 years old with increased maintenance costs. Normal lead-time for construction of a new generator is 20 to 22 weeks. We located a new 80KW that only has 17 hours of operation on it. It is available for immediate delivery and set up. This will be accomplished through Nixon Power, who is our maintenance provider. This is single source to match the other generators in the city’s fleet. We ask for your approval to purchase a Kohler 80 KW generator and have it installed at Station 2. The purchase price will be \$27,000.00, which is \$3000.00 below our budget amount for a 60 KW and there are funds in the current budget for this purchase. Your positive consideration is appreciated.
LEGAL:	N/A



1440 LAKES PARKWAY, SUITE 600 / LAWRENCEVILLE, GA 30043

Meeting: May 6, 2021 Item 7.

P: 770-448-6687 F: 770-453-4120

Visit us at KohlerPower.com

City of Cartersville

From: Kevin Squires
Integrated Solutions Sales
Nixon Power Services Co
1440 Lakes Parkway
Lawrenceville, Georgia 30043
P: 770-448-6535 F:
ksquires@nixonpower.com

OFFER TOTAL SELL PRICE: \$27,000.00

KG80-I1-C1	1	Class I	Generator Class (Inventory) Unit KG80-I1-C1 GM105406-GA1 KG80, 4PX, 6.2L Turbo GM107120-AA1 Decal, EPA 222661 Nameplate Rating, Standby 130 Degree GM20747-KA4 Decal, UL2200/cUL Genset Listing 333700 Voltage,60Hz,120/208V,3Ph,4W,0.8PF GM78276-MA1 Alt & Mtg, 4P10X GM105189-MA1 Unit Mtd Radiator Cooling GM104537-MA2 Skid & Mtg, 44" GM105461-MA1 Air Intake, 80KW, Standard Duty GM105304-MA1-BLK Controller & Mtg, APM402 400A 3PH GM107121-AA8 Software, Programming, APM402 60Hz 358323 Fuel Code, Natural Gas GM105420-MA2 Fuel Module, Single Fuel, UL, Pre Alarms GM107543-AA1 Software, Parameter, Fuel Pressure GM75749-KA5 Accessory Inner Panel GM113872-KA3-KCB Sound Enclosure, Alum, 80kW, w/ Catalyst GM105165-KA1 Block Heater, 1500W, 120V 256985 Battery,1/12V,650CCA,Wet GM94447-KA1 Battery Charger, 12V, 10A GM75749-KA9 Run Relay, 12V GM75749-KA6 2Input/5Output GM85971-KA1 APM402 Manual Speed Adjust GM28625-KA2 Coolant in Genset 6 gals. GM64354-KA1 Skid Extension GM51867-KA2 Mtg, LCB, LG-FRAME, 400A 4P GM51870-KA20-KCB Covers, 4P J-Box LG-FRAME W/ LG LCB GM51868-KA1 Neutral, 300A 4P GM86123-KA1 Decals, Bonding and Phasing GM86326-KA1 LCB, 400A, LGP, EL/Micro LSI, 100% GM70663 Warranty, 6 Month Class 1 Industrial
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1440 LAKES PARKWAY, SUITE 600 / LAWRENCEVILLE, GA 30043

Meeting: May 6, 2021 Item 7.

P: 770-448-6687 F: 770-453-4120

Genset hours approximate 17.1
Serial No. 33MYGMHG0006

Price does not include any taxes

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services Co to use this form as a bona fide purchase order of the equipment shown on Offer Number: , which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Company: Nixon Power Services Co

Print Name: Kevin Squires

Title: Integrated Solutions Sales

Signature: _____

Date: _____

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

PO Number: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Preventative Maintenance Contract for the Public Safety Building
DEPARTMENT SUMMARY RECOMMENDATION:	<p>At the beginning of this year, we sought new maintenance proposals for our Public Safety building. We included emergency repairs, call back rates and various others fees associated with keeping the system in working order in the RFP (Request For Proposal). We received nine proposals by the deadline and six met all of the requirements. After extensive review of the qualified RFPs and references, we recommend the low bid of Georgia Mechanical, Inc. Some of their facilities they currently take care of include Kennesaw State University and Georgia Homeland Security Office.</p> <p>The annual cost of the maintenance program will be \$15,324.84, which will be paid in quarterly payments. This is \$1370.16 below our annual current provider cost and also includes a regular hourly rate decrease of \$16.00 per hour and a \$74.50 per hour decrease in weekend response rates. Trip charges are reduced from \$52.00 per trip to \$35.00 per trip.</p> <p>The proposal is a budget item that is funded jointly between Police and Fire. Our City Attorney has reviewed this and all requested revisions have been completed. We ask for a positive consideration of approval of the contract with Georgia Mechanical in the annual amount of \$15,324.84 and authorization for our Mayor to sign all required documents.</p>
LEGAL:	Our City Attorney has reviewed this and all requested revisions have been completed.

Company Name	Annual Cost	Quarterly Pay	Reg Cost Per Hour	OT Cost	Weekend Cost	Holiday Cost	Trip Charge	Truck Stock
Georgia Mechanical	15,324.84	3,831.21	89.00	133.50	135.50	0.00	35.00	
MaxAir	15,909.00	3,977.25	95.00	128.25	142.50	0.00	30.00	
Galgon	16,695.00	4,173.75	105.00	157.00	210.00	0.00	52.00	25.00
Johnson Controls	17,950.00	4,487.50	110.00	247.00	0.00	0.00		
Trane	24,663.17	6,165.79	0.00	0.00	0.00	0.00		
Boiler Solutions	45,300.00	15,100.00	100.00	130.00	130.00	150.00		
B & W Mechanical		X	X	X	X	X		
Legacy Mechanical		X	X	X	X	X		
5 Seasons		X	X	X	X	X		

GEORGIA MECHANICAL, INC. PREVENTATIVE MAINTENANCE PROPOSAL

PROJECT: City of Cartersville Public Safety Facility Annual HVAC/Mechanical Preventative Maintenance

LOCATION: City of Cartersville Public Safety Facility 195 Cassville Rd
Cartersville, GA 30120

PROPOSAL DATE: February 24, 2021

Summary: Georgia Mechanical proposes the following Annual HVAC/Mechanical Preventative Maintenance Contract for the indicated equipment on the RFQ for the City of Cartersville Public Safety Facility. Georgia Mechanical will review the schedule that was provided and followed by the current contractor. Once reviewed Georgia Mechanical will meet with Mitchell Bagley to discuss the possibility of revising the schedule if need be to best fit the needs of the equipment and time of the year that is recommended by ASHRAE. Once the schedule of the visits is decided upon, Georgia Mechanical will input the schedule into our software. Our contract coordinator will then call to schedule the visits in the appropriate months due. Georgia Mechanical will follow the scope of work that has been provided in the RFQ. All material and labor to perform the quarterly and annual preventative maintenances are included in the quoted price given below. Georgia Mechanical is under the agreement that no filters will be supplied or changed on any of the 4 visits. Upon arrival to perform the preventative maintenance visit, our technician will check in with the appropriate personnel and will check out at the end of each day until the visit is complete. Once the technician has completed each quarterly and annual visit, a detailed report will be emailed to the appropriate City of Cartersville personnel per visit. Any faulty parts and or faulty equipment found on any preventative maintenance visit will be recorded and discussed with the appropriate personnel by the technician. No repairs will be performed without prior approval. Our preventative maintenance invoices are generated and emailed at the end of the month of the scheduled visit. Invoices are not sent until the visit is complete. Georgia Mechanical will provide an Account Manager to the account. This person will handle all needed quotes, invoice questions, project management and any other events pertaining to the account. Attached to this proposal package you will find instructions on how to place service calls, office hours and key contacts. Also provided is, our qualifications, COI, W-9, business license, and state license. Georgia Mechanical thrives on building long term partnerships with our customers.

Georgia Mechanical, Inc. 4189 Capital View Dr Suwanee, GA 3002
Phone 770-614-9214 ax 770-614-438



GEORGIA MECHANICAL, INC. PREVENTATIVE MAINTENANCE PROPOSAL

Equipment to be serviced:

- 1 - McQuay 80 Ton Chiller
- 1 - Marley Single Cell Cooling Tower
- 3 - Bell & Gossett Pumps
- 3 - Lochinvar Boilers
- 1 - Lochinvar Expansion Tank
- 3 - Greenheck Exhaust Fans
- 3 - Reznor Electric Unit Heaters
- 4 - Reznor Gas Unit Heaters
- 1 - Data Aire Humidifier
- 2 - Daikin Mini Splits
- 1 - McQuay Air Handler (ERV) w/Heat Wheel
- 64 - Daikin Fan Coil Units

3 Quarterly Service Visits and 1 Annual Service Visit for all equipment indicated above. (4 times a year)

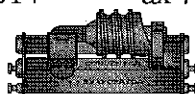
Start Date for first Full Maintenance visit: To be determined based on awarding of approved contract.

Plan Cost: \$15,324.84

The above agreement shall commence upon the accepted date or agreed date and run for a period of 1 year with automatic renewal on the anniversary date. The Preventive Maintenance/Service Agreement shall be billed at **\$3,831.21 quarterly**; Annual total cost of this agreement is **\$15,324.84**. No repairs will be made without the consent and authorization of the owner. Repairs required and not covered under this agreement shall be billed at the labor rate of **\$89.00** per hour during regular business hours and **\$133.** per hour during nights, weekends, and holidays. A **\$35.00** trip charge will be charged for service calls. Either party may terminate this agreement at any time by providing a 60-day written notice.

Agreement:

I agree with the above terms and conditions and have read Attachment A of the Planned Maintenance/Service Agreement. Credit approval for all new accounts will be needed prior to work beginning. Work to be performed at owner's convenience and be as non-intrusive to the tenant or owner as possible.



GEORGIA MECHANICAL, INC. PREVENTATIVE MAINTENANCE PROPOSAL

Meeting: May 6, 2021 Item 8.

Signed: _____ Date: _____

Attested: _____ Date: _____

Sincerely,
Jennifer Bowlin

Jennifer Bowlin
Service Account Manager
Georgia Mechanical Inc.
jbowlin@georgiamechanical.com
Cell – 404-597-03
Office – 770-614-92

Attachment A:

CONTRACT SERVICES GENERAL TERMS AND CONDITIONS

1. This Contract shall remain in effect for a period of one (1) year and shall automatically continue from year to year. Either party may terminate this Agreement for any reason by giving the other party at least sixty (60) days prior written notice.
2. Payment terms are NET thirty (30) days from invoice date.
3. It is understood that regular service calls shall be made during Georgia Mechanical, Inc's regular working hours, Monday through Friday with holidays and weekends excluded. If for any reason customer should request that special inspection, adjustments, or repairs be made other than during normal working hours, Customer agrees to pay the difference between the regular and overtime billing rate.
4. If any emergency call is made at the request of the customer and no defect is found to be present, Customer will be billed for delivered services at the preferred contract customer rate.
5. The Customer is responsible for daily operation and maintenance of the equipment and for maintaining insurance coverage to protect against sudden accidental and or catastrophic failures.
6. Customer agrees to furnish safe and free access to all equipment covered by this agreement for the purpose of carrying out the terms of this service agreement.
7. The obligation for maintenance under this Contract shall extend only to equipment set forth in Schedule A or contract documents. All references made to other equipment, functions, and operations are not a part of this contract.
8. Georgia Mechanical, Inc's scope of work does not include the identification, detection, abatement, encapsulation, or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Georgia Mechanical, Inc. encounters any such material, it will notify Customer, discontinue work, and remove its employees until the hazard is corrected or it is determined no hazard exists.
9. Refrigerant is not included in this contract and recharges will be at an additional cost to Customer.
10. To the extent of the proceeds of the overages afforded by the policies of insurance of Georgia Mechanical, Inc., Georgia Mechanical Inc. shall indemnify and hold the Owner harmless from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out the performance of the Work under this Service Agreement, if and to the extent that any such

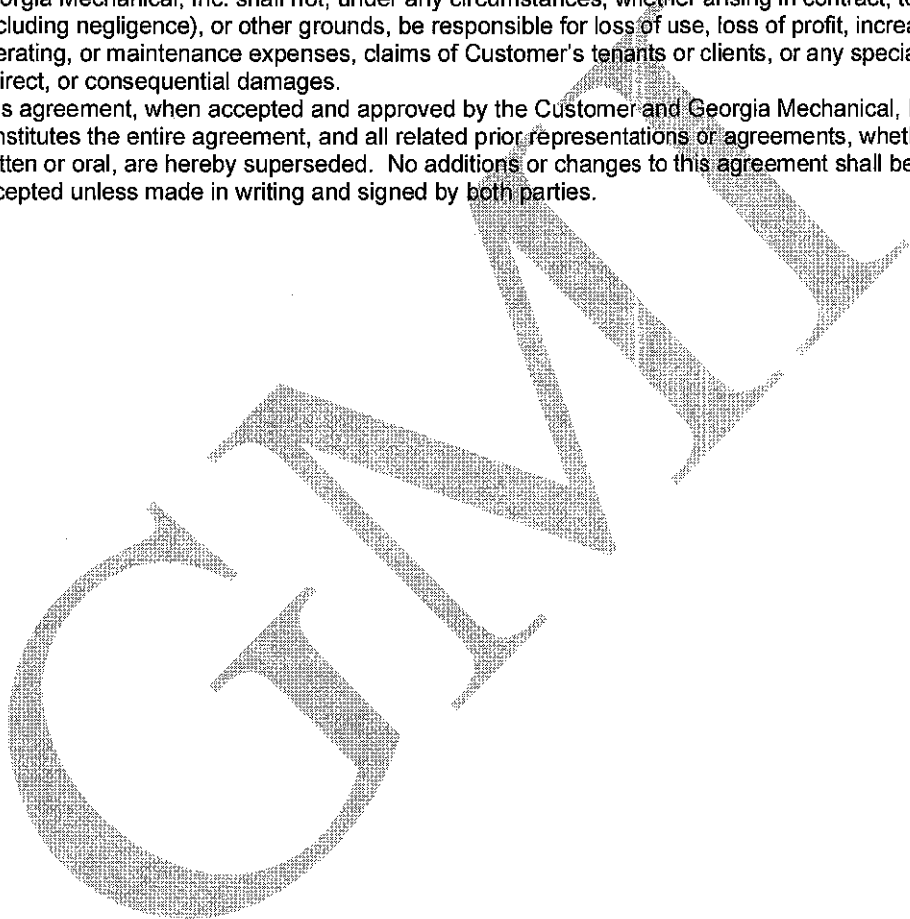
Georgia Mechanical, Inc. 4189 Capital View Dr Suwanee, GA 30024
Phone 770-614- _____ ax 770-614-438



GEORGIA MECHANICAL, INC. PREVENTA IVE MAINTENANCE PROPOSAL

claim, damage, loss or expense is caused by the negligence of any employees or agents of Georgia Mechanical, Inc.

11. The following items are not included in this agreement: piping and valves remote from the units; air ducts and air balancing; electrical equipment remote from the units; shell, tube, or refractory repair; equipment failures due to erosion or corrosion; decorative casings; equipment painting; coils and heat exchangers; equipment damage by freezing weather; replacement of obsolete parts; and removing, replacing, or altering any part of the building systems or structure.
12. Georgia Mechanical, Inc. is not liable for damage caused by acts of God, fire, power failures, low water pressure, problems with electrical supply and plumbing lines, strikes, or availability of parts.
13. Georgia Mechanical, Inc. shall not, under any circumstances, whether arising in contract, tort (including negligence), or other grounds, be responsible for loss of use, loss of profit, increased operating, or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect, or consequential damages.
14. This agreement, when accepted and approved by the Customer and Georgia Mechanical, Inc., constitutes the entire agreement, and all related prior representations or agreements, whether written or oral, are hereby superseded. No additions or changes to this agreement shall be accepted unless made in writing and signed by both parties.





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Goodyear Clubhouse Renovation
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This item includes the recommended contractors/companies for the Goodyear Clubhouse Renovation projects.</p> <p>RFP 21-01 Paint Abatement – Aegis Environmental / \$52,500 RFP 21-02 Plumbing – Gilstrap Plumbing / \$43,198 RFP 21-03 HVAC – Weaver Heating & Air / \$68,998 RFP 21-04 Concrete Slab – Rick B GC / \$23,050 RFP 21-05 Concrete Grind & Finish – Creted / \$24,500 RFP 21-06 Paint – Ideas Painting / \$13,800</p> <p>These projects are not budgeted, but will be paid using the Tourism Product Development (TPD) funds, the remainder of the GO Bond funds and the General Fund. These contractors/companies are recommended for your approval for the renovation of the Goodyear Clubhouse.</p>
LEGAL:	The contracts were reviewed by our city attorneys' office.

City of Cartersville, Georgia

ABATEMENT OF GOODYEAR CLUBHOUSE

PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

PROPOSERS:
IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

S 52,500.00

PROPOSERS: Aegis Environmental, Inc. BY: Scott G. Leasure

TITLE: General Manager SIGNATURE: _____

ADDRESS: 105 Southeast Parkway, Suite 115

Franklin, TN 37064

PHONE NUMBER: (615) 591-0311

Encapsulant in base - Eco Bond Lead Defender

Alt 1. Using Kilz Heavy Duty Primer instead of Eco Bond
Deduct \$1,000.00

Contract Agreement
ABATEMENT OF GOODYEAR CLUBHOUSE

This Contract Agreement made and entered into on the 12th day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Aegis Environmental, Inc, party of the second part, (herein called the "Contractor").

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the removal of lead based paint at the Goodyear Clubhouse and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum (\$52,500⁰⁰) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two (2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within _____ (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini

Title: Mayor

WITNESS: By: _____ (SEAL)
Julia Drake
Title: City Clerk

CONTRACTOR: Aegis Environmetnal, Inc.

By: *SG*

Name: Scott G. Leasure
(Please Print)

Title: General Manager

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12th DAY OF April, 20 21

Barbara A. Roth
Notary Public
My Commission Expires:
7/13/2024



CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

454560
EEV/Basic Pilot Program* User Identification Number

Matthew T. Oddo
BY: Authorized Officer or Agent
(Contractor Name)

4/12/2021
Date

Aegis Environmental, Inc.
Contractor/Entity Name

President
Title of Authorized Officer or Agent of Contractor

105 Southeast Parkway, Suite 115 Franklin, TN 37064
Contractor Address

Matthew T. Oddo
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
12th DAY OF April, 20 21

Barbara A. Roth
Notary Public
My Commission Expires:
7/13/2024



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Bid Tally Sheet - RFP - 21-01
Goodyear Clubhouse - Abatement

Contractor	Representative	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Aegis Environmental Inc	Scott G. Leasure	not present/mailed in	Franklin, TN	yes	\$52,500

City of Cartersville, Georgia

PLUMBING

PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

PROPOSERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 43,198⁰⁰

PROPOSERS: Gilstrap Plumbing BY: Van Gilstrap

TITLE: Owner SIGNATURE: Van Gilstrap

ADDRESS: 30 CENTER RD. CARTERSVILLE, GA. 30121

PHONE NUMBER: 770-382-0589

EMAIL: VHG&PINC@BELLSouth.NET

**Contract Agreement
PLUMBING**

This Contract Agreement made and entered into on the 15th day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Gilstrap Plumbing, party of the second part, (herein called the "Contractor").

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the plumbing installation at the Goodyear Clubhouse and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum (\$43,198.00) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two (2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within _____ days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini

Title: Mayor

WITNESS: By: _____ (SEAL)
Julia Drake
Title: City Clerk

CONTRACTOR: Gilstrap Plumbing

By: Jean Gilstrap

Name: VAN GILSTRAP
(Please Print)

Title: OWNER

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5 DAY OF April, 2021

Jean Gilstrap
Notary Public
My Commission Expires: 10/28/2022



CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

321411
EEV/Basic Pilot Program* User Identification Number

Jean Gilstrap
BY: Authorized Officer or Agent
(Contractor Name)

4/5/2021
Date

GW Plumbing dba Gilstrap Plumbing owner/manager
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

30 Center Road SW Cartersville GA 30121
Contractor Address

Van Gilstrap
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
5 DAY OF April, 2021

Jean Gilstrap
Notary Public
My Commission Expires:
10/28/2022



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Gilstrap Plumbing (name of contractor) on behalf of City of Cartersville has registered with and is participating in federal work authorization program being* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned subcontractor is using and will continues to use the federal work authorization program throughout the contract period.

321411
EEV/Basic Pilot Program* User Identification Number

Van Gilstrap
BY: Authorized Officer or Agent
(Subcontractor Name)

4/5/2021
Date

Owner/manager
Title of Authorized Officer or Agent of Subcontractor

Van Gilstrap
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
5 DAY OF April, 2021

Jean Gilstrap
Notary Public
My Commission Expires:
10/28/2022



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Bid Tally Sheet - RFP - 21-02
Goodyear Clubhouse - Plumbing

Contractor	Representative	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Rick B Contractors	Rich Borroweic	not present/dropped off	Acworth, GA	yes	55,369.00
Gilstrap Plumbing	Vann Gilstrap	not present/dropped off	Cartersville, GA	yes	43,198.00
Addison Smith	Kelly Walker	not present/dropped off	Carrolton, GA	yes	61,485.00
Presley Inc	Don Pressley	not present/dropped off	Snellville, GA	yes	54,000.00

City of Cartersville, Georgia

HVAC

PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

PROPOSERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 68,998.00

PROPOSERS: WEAVER HEATING & AIR INC BY: JESSIE WEAVER

TITLE: GENERAL MANAGER SIGNATURE: [Signature]

ADDRESS: 180 WANSLEY DR
CARTERSVILLE 30121

PHONE NUMBER: 706 387 1570

**Contract Agreement
HVAC**

This Contract Agreement made and entered into on the 20 day of APRIL, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and WEAVER HEATING & AIR INC., party of the second part, (herein called the "Contractor").

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the HVAC installation at the Goodyear Clubhouse and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum 68,998.00 (_____) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two (2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within thirty – (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini

Title: Mayor

WITNESS: By: _____ (SEAL)
Julia Drake
Title: City Clerk

CONTRACTOR: WEAVER HEATING & AIR INC

By: _____
J. K. Weaver

Name: JESSIE WEAVER
(Please Print)

Title: GENERAL MANAGER

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20 DAY OF APRIL, 20 21

Jessica B. Fleetwood
Notary Public
My Commission Expires:
April 5, 2022



CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

454804
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

April 20, 2021
Date

WEAVER HEATING & AIR INC
Contractor/Entity Name

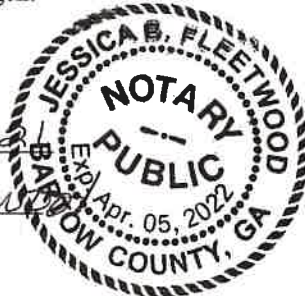
GENERAL MANAGER
Title of Authorized Officer or Agent of Contractor

180 WANSLEY DR CARTERSVILLE 30121
Contractor Address

JESSIE WEAVER
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20 DAY OF April, 2021

Jessica B Fleetwood
Notary Public
My Commission Expires:
April 5, 2022



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with WEAVER HEATING & AIR INC (name of contractor) on behalf of City of Cartersville has registered with and is participating in federal work authorization program being* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned subcontractor is using and will continues to use the federal work authorization program throughout the contract period.

454804
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Subcontractor Name)

April 20, 2021
Date

GENERAL MANAGER
Title of Authorized Officer or Agent of Subcontractor

JESSIE WEAVER
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

20 DAY OF April

Jessica B Fleetwood
Notary Public

My Commission Expires:
April 5, 2022



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**CARTERSVILLE
PARKS & RECREATION**

Bid Tally Sheet - RFP - 21-03

Goodyear Clubhouse - HVAC

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Weaver Heating and Air	Jesse Weaver	not present/dropped off	Cartersville, GA	Yes	68,998
Rick B Contractors	Rich Borowiec	not present/dropped off	Acworth, GA	yes	86,250.00
Presley Inc.	Don Pressley Jr	not present/dropped off	Snellville, GA	yes	84,900.00
Meadows Heating and Air	Tony Meadows	not present/dropped off	Cartersville, GA	yes	70,977.00
Chastain Plumbing, Heating and Cooling LLC	Ricky Stephens	not present/dropped off	Cartersville, GA	yes	72,037.00
Pendley Heating and Air	Lamar Pendley	not present/dropped off	Cartersville, GA	yes	82,687.84
T and T Mechanical	Jim Temples	not present/dropped off	Cartersville, GA	yes	78,000
Addison Smith Mechanical	Kelly Walker	not present/dropped off	Carrolton, GA	yes	69,978
Sluss Padgett Inc.	Keith Philip	not present/dropped off	Norcross	yes	92,350

Page 1

City of Cartersville, Georgia

CONCRETE SLAB PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

PROPOSERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 9,750 _____

B. Alternate Price #2 (Exterior Flat Work – Addendum #1)

\$ 13,300 _____

PROPOSERS: Rick B General Contractors LLC BY: Rick Borowiec

TITLE: President SIGNATURE: 

ADDRESS: 1459 Field Park Circle, Marietta, GA 30066

PHONE NUMBER: Office 404-692-4568 Cell 404-966-7416

rick@rickbgc.com

**Contract Agreement
CONCRETE SLAB**

This Contract Agreement made and entered into on the 27th day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Rick B General Contractors LLC, party of the second part, (herein called the "Contractor").

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the concrete grind & finish at the Goodyear Clubhouse and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum **Twenty Three Thousand and Fifty Dollars (\$23,050.00)** which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two (2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini

Title: Mayor

WITNESS: By: _____ (SEAL)

Julia Drake
Title: City Clerk

CONTRACTOR: _____ Rick B General Contractors LLC

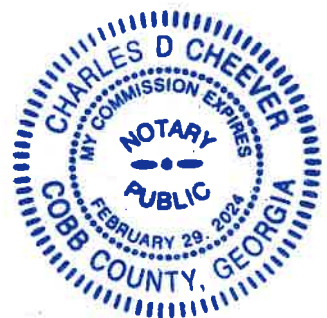
By: _____
[Signature]

Name: Richard Borowiec
(Please Print)

Title: President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF APRIL, 2021

Notary Public
My Commission Expires: FEB 29 2024



CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

1279566
EEV/Basic Pilot Program* User Identification Number

Rick Borowiec
BY: Authorized Officer or Agent
(Contractor Name)

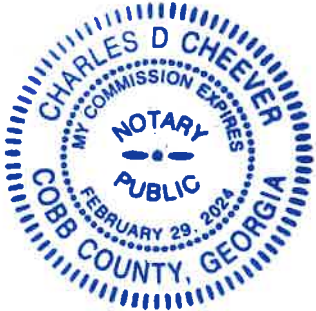
4/14/21
Date

Rick B General Contractors LLC
Contractor/Entity Name

President
Title of Authorized Officer or Agent of Contractor

1459 Field Park Circle, Marietta, GA 30066
Contractor Address

Rick Borowiec
Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
14 DAY OF APRIL, 2021

[Signature]
Notary Public
My Commission Expires:
FEB 29 2024

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Bid Tally Sheet - RFP - 21-04
Goodyear Clubhouse - Concrete Slab

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Rick B Contractors	Rich Boroweic	not present/dropped off	Acworth, GA	yes	23,050.00
Concierge Business Solutions Inc DBA Concrete Design and Repair	Luis A. Montanez	not present/dropped off	Marietta, GA	yes	22,778.49
Crete LLC	Brantley Wilson	not present/dropped off	Rome, GA	yes	35,450.00

Page 1

City of Cartersville, Georgia

CONCRETE GRIND & FINISH

PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

PROPOSERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 24,500.00

PROPOSERS: Creted L.L.C. BY: Brantley W

TITLE: President SIGNATURE: Brantley W

ADDRESS: 107 Valleybrook Dr.
Rome, GA 30161

PHONE NUMBER: (770) 540-0088

EMAIL: Brantley.Wilson@gmail.com

**Contract Agreement
CONCRETE GRIND & FINISH**

This Contract Agreement made and entered into on the 16th day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Crete L.L.C., party of the second part, (herein called the "Contractor").

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the concrete grind & finish at the Goodyear Clubhouse and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum \$24,500.⁰⁰ () which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two (2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within thirty – (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini

Title: Mayor

WITNESS: By: _____ (SEAL)
Julia Drake
Title: City Clerk

CONTRACTOR: Creted L.L.C.

By: Brantley Wilson

Name: Brantley Wilson
(Please Print)

Title: President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16 DAY OF April, 2021

Andy Oldward
Notary Public
My Commission Expires:
10/31/2023

CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

Brantley W
BY: Authorized Officer or Agent
(Contractor Name)

4-16-2021
Date

Creted L.L.C.
Contractor/Entity Name

President
Title of Authorized Officer or Agent of Contractor

107 Valleybrook Dr. Rome, GA 30161
Contractor Address

Brantley Wilson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
16 DAY OF April, 2021

Cindy downward
Notary Public

My Commission Expires:
10/31/2023

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Bid Tally Sheet - RFP - 21-05

Goodyear Clubhouse - Concrete Grind and Finish

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Creted LLC	Brantley Wilson	not present/dropped off	Rome, GA	yes	24,500.00
Rick B Contractors	Rich Borowiec	not present/dropped off	Acworth, GA	yes	35,240.00
Riley Contracting Inc	Bert Saunders	not present/dropped off	Senoia, GA	yes	34,000.00
Concierge Business Solutions Inc DBA Concrete Design and Repair	Louis Montanez	not present/dropped off	Marietta, GA	yes	28,165.00

Page 1

City of Cartersville, Georgia

INTERIOR & EXTERIOR PAINT PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

PROPOSERS:
IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL,
INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO
THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE
THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY
OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT
SPECIFICATIONS

\$ 13,800

PROPOSERS: IDEAS PAINTING LLC BY: JORGE A. DAVILA

TITLE: OWNER SIGNATURE: 

ADDRESS: 2005 LAWRENCEVILLE SUWANEE RD.

SUITE 105, SUWANEE, GA 30024.

PHONE NUMBER: (404)781-4162

Contract Agreement
INTERIOR & EXTERIOR PAINT

This Contract Agreement made and entered into on the 20th day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and FDEAS PAINTING LLC party of the second part, (herein called the "Contractor").

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the interior and exterior paint at the Goodyear Clubhouse and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum thirteen thousand eight hundred (\$13,800) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two (2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within 30 days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini

Title: Mayor

WITNESS: By: _____ (SEAL)

Julia Drake
Title: City Clerk

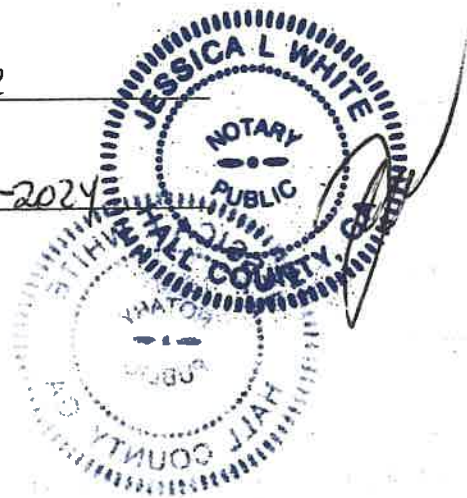
CONTRACTOR:

By: _____
Name: JORGE A. DAVILA
(Please Print)

Title: OWNER

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16 DAY OF April, 2021

Jessica White
Notary Public
My Commission Expires: 5-11-2024



CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

807769
EBV/Basic Pilot Program* User Identification Number

BY: JORGE A. DAVILA
Authorized Officer or Agent
(Contractor Name)

04/16/2021
Date

IDEAS PAINTING LLC
Contractor/Entity Name

OWNER
Title of Authorized Officer or Agent of Contractor

2005 LAWRENCEVILLE SUWANEE RD. SUITE 105.
Contractor Address

JORGE A. DAVILA
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
16 DAY OF April, 2021

Jessica White
Notary Public
My Commission Expires:

05-11-2024



* As of the effective date of O.C.G.A. 13-10-91, the applicable work authorization program is the "EBV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Bid Tally Sheet - RFP - 21-06

Goodyear Clubhouse - Paint

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Ideas Painting LLC	Stefania Davila/Jorge Davila	Present	Suwanne, GA	Yes	\$17,800
Rick B General Contractors	Rich Borrowiec	not present/dropped off	Acworth, GA	Yes	47,420



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	Relocation Agreement Turn Lane Conflict
DEPARTMENT SUMMARY RECOMMENDATION:	This relocation agreement is for the turn lane conflict at Northwest 75 Logistics Center. This agreement stipulates that the Owner/Developer agrees to reimburse the City all the costs and overruns associated with the relocation of the natural gas facilities in conflict with this project. The total amount of the project is \$57,869.94. I recommend Council approval of this item. This is not a budgeted item, but the City will be reimbursed for the costs and overruns.
LEGAL:	This has been approved by the city attorney.

Memorandum

To: Michael Hill, Director
Cc: Michael Dickson, Assistant Director
From: Brian Friery, Gas System Engineer
Date: April 20, 2021
RE: Natural Gas Main Relocation
Northwest 75 Logistics Center
Turn Lane Conflict
Cartersville Project No. SP-21-003

As you know, the construction of the turn lane for the above referenced project conflicts with an existing 4" HP steel natural gas main requiring relocation of the existing natural gas facilities. We have estimated the total cost of this relocation to be approximately \$57,869.94 including labor and material costs. The costs associated with this relocation will be reimbursed by the Owner/Developer of the project. Attached, therefore, is a Relocation Agreement in the amount of \$57,869.94 between the City and IDI NW-75 Logistics, LLC whereas the Owner/Developer agrees to reimburse the City all the costs including overruns associated with the relocation of the natural gas facilities in conflict with the proposed construction of this project. The Agreement has been fully executed by the Owner/Developer and has been reviewed and is acceptable to the City Attorney's office, therefore, I recommend the City enter into this Agreement with IDI NW-75 Logistics, LLC in the amount of \$57,869.94 whereas the Owner/Developer agrees to reimburse the City all the costs including overruns associated with the relocation of the natural gas facilities in conflict with the proposed construction of this project.

AFTER RECORDING RETURN TO:
ARCHER & LOVELL PC
P.O. BOX 1024
CARTERSVILLE GEORGIA 30120

RELOCATION AGREEMENT

This Relocation Agreement is made and entered into this ____ day of _____, 20 ____, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the “**City**”) and **IDI NW-75 LOGISTICS, LLC**, a Delaware Limited Liability Company (hereinafter the “**Owner/Developer**”).

WITNESSETH:

WHEREAS, Owner/Developer desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and the Owner is the owner of certain property being developed as **NORTHWEST 75 LOGISTICS CENTER**, (hereinafter the “**Property**”), which is more particularly described in Exhibit “A” attached hereto;

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and its inhabitants and accept this Agreement to allow for the relocation of natural gas utility infrastructure (hereinafter “natural gas line”) and to obtain the easements required for the relocation and to promote development in Bartow County;

WHEREAS, Owner and Developer desires to perform the following services for the City;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Owner/Developer will perform the following for the City and its inhabitants: provide a minimum of \$57,869.94 (a breakdown of the costs are attached hereto as Exhibit "B") to relocate the existing natural gas line in accordance with the plans attached hereto and incorporated herein as Exhibit "C". Additionally, The Developer shall agree to pay any and all reasonable and customary costs overruns and beyond the estimate attached as Exhibit "B". All of the above costs are based upon the Exhibits. If there are any reasonable and customary adjustments, Developer is responsible for all costs related to the scope of work referenced within the attached Exhibits.
2. In exchange for Owner/Developer providing the above described funds, the City shall relocate the existing natural gas line.
3. Owner/Developer agrees to pay the above described sum within the following time period, no later than ten (10) days from the date of this agreement, or no later than ten (10) days from the notice of any additional costs associated with the scope of work referenced herein.
4. Developer shall be required to execute the easement shown on Exhibit "C" and identified as City of Cartersville Utility Easement within twenty (20) days from notice by the City.
5. Owner/Developer shall be responsible for expenses and costs associated with this Agreement and installation of the natural gas line and related appurtenances including, but not limited to, legal fees, closing fees, real estate fees, recording fees, title fees and survey fees.
6. The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed gas facilities within the relocation under this Agreement provided no further disturbance of such areas are planned within 14 days of initial disturbance or as required by local jurisdiction.
7. With the exception of Paragraph 6 above, the Owner/Developer agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities within the relocation under this Agreement. The Developer further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 6 above as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.
8. The City has no responsibility and/or liability for any activities and actions of the

Owner/Developer.

9. Owner/Developer agrees to hold harmless the City against any and all claims, actions or suits against it relating to the Agreement or the performance of services pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Owner and Developer will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of the Agreement or the performance of this Agreement.

10. Notices:

If to the City: City Manager
P.O. Box 1390
Cartersville, Georgia 30120
770.387.5686

If to the Owner/
Developer: Gary Minor, Vice President, Development
1197 Peachtree Street, Building 300, Suite 600
Atlanta, Georgia 30361
770.866.1117

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20 ____.

Signed, sealed, and delivered in the presence of:

CITY OF CARTERSVILLE, GEORGIA

Witness

By: _____(SEAL)
Mathew Santini, Mayor

Notary Public

Attest: _____(SEAL)
Julia Drake, City Clerk

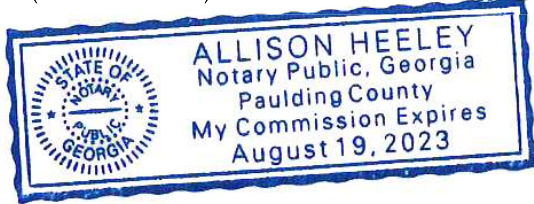
(NOTARIAL SEAL)

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

(NOTARIAL SEAL)



IDI NW-75 LOGISTICS, LLC

By: [Signature] (SEAL)

Its: Vice President (SEAL)

Meeting: May 6, 2021 Item 10.

BK:3147 PG:487-492

D2019016343

FILED IN OFFICE
CLERK OF COURT
12/13/2019 02:38 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

1983094574
7067927936
PARTICIPANT ID

Melba Scoggins

THIS DOCUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: Jeff Upshaw

REAL ESTATE
TRANSFER TAX
PAID: \$10,250.00

When Recorded Return To:
Heather Townsend
First American Title Insurance Company
National Commercial Services
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 964217

PT-61 008-2019-005327

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES ONLY

LIMITED WARRANTY DEED

Tax Parcel ID No: 0080-0242-001 (portion of)

STATE OF GEORGIA
COUNTY OF BARTOW

THIS LIMITED WARRANTY DEED is made as of December 12, 2019, by **FOXFIELD BARTOW, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), in favor of **IDI NW-75 LOGISTICS, LLC**, a Delaware limited liability company (hereinafter called "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof, together with all buildings, improvements and fixtures located thereon (the "Property").

TO HAVE AND TO HOLD the said bargained the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor,

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION		
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Foxfield Bartow LLC				Exempt Code If no exempt code enter NONE NONE		
MAILING ADDRESS (STREET & NUMBER) 1000 William Hilton Pkwy Suite C-6				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown \$10,250,000.00		
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Hilton Head Island, SC 29928 USA		DATE OF SALE 12/12/2019		1A. Estimated fair market value of Real and Personal property \$0.00		
SECTION B – BUYER'S INFORMATION (Do not use agent's Information)				2. Fair market value of Personal Property only \$0.00		
BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME IDI NW-75 Logistics LLC				3. Amount of liens and encumbrances not removed by transfer \$0.00		
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 1100 Peachtree Street Suite 1000				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3) \$10,250,000.00		
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30309 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00) \$10,250.00		
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))						
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Cassville White Road			SUITE NUMBER	
COUNTY BARTOW		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 0080 0242 001	ACCOUNT NUMBER	
TAX DISTRICT	GMD	LAND DISTRICT 5	ACRES	LAND LOT 242 and 263	SUB LOT & BLOCK	
SECTION E – RECORDING INFORMATION (Official Use Only)						
DATE		DEED BOOK	DEED PAGE		PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS

None

RECORDED

THIS DOCUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: Jeff Upshaw

When Recorded Return To:
Heather Townsend
First American Title Insurance Company
National Commercial Services
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 964217

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES ONLY

LIMITED WARRANTY DEED

Tax Parcel ID No: 0080-0242-001 (portion of)

STATE OF GEORGIA
COUNTY OF BARTOW

THIS LIMITED WARRANTY DEED is made as of December 12, 2019, by
FOXFIELD BARTOW, LLC, a Delaware limited liability company (hereinafter called
“Grantor”), in favor of **IDI NW-75 LOGISTICS, LLC**, a Delaware limited liability company
(hereinafter called “Grantee”).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof, together with all buildings, improvements and fixtures located thereon (the “Property”).

TO HAVE AND TO HOLD the said bargained the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor,

but not otherwise. This Deed and the warranty of title contained herein are made expressly subject to those certain matters set forth on Exhibit B attached hereto and made a part hereof, but not otherwise.

(The words “Grantor” and “Grantee” include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

[SEE SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as an instrument under seal as of the date set forth above.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness: JAY V. McCURE
[Signature]
Notary Public

GRANTOR:

FOXFIELD BARTOW, LLC,
a Delaware limited liability company

By: *[Signature]*
Name: Harry E. Kitchen, Jr.
Its: Manager

My Commission Expires

[NOTARY SEAL]



EXHIBIT A

Property

All that tract or parcel of land lying and being in Bartow County, Georgia, that is labeled "Proposed Conveyance" on the plat recorded in Book 2019, Page 304 in Bartow County, Georgia real estate records.

Such property is more particularly described below:

All that tract or parcel of land lying and being in Land Lots 242 and 263 of the 5th Land District, 3rd Section of Bartow County, Georgia and being more particularly described as follows:

Commencing at a 5/8" rebar found at the common corner of Land Lots 263, 264, 277 and 278. Thence running along the southern line of Land Lot 263, North 89°13'24" West, 2714.73 feet to the True Point of Beginning; thence continuing along the southern line of Land Lot 263, North 89°13'24" West 361.39 feet to a 1-1/2" open top pipe found at the common corner of Land Lots 241, 242, 263 and 264; Thence running along the southern line of Land Lot 242, North 88°56'52" West, 1710.16 feet to a 2" open top pipe found at a rock; Thence leaving said southern line of Land Lot 242 and running, North 12°56'43" East, 1309.17 feet to a 2" open top pipe found; Thence, North 74°46'12" West, 219.13 feet to a 2" open top pipe found in a 60" Oak tree; Thence, North 05°34'00" East, 700.66 feet to a fence corner; Thence, South 87°14'48" East, 207.49 feet to a 2" open top pipe found; Thence, North 06°15'37" East, 482.03 feet to a 1/2" rebar and cap set along the southern line of Cassville-White Road (a variable width right-of-way); Thence running along said southern line of Cassville-White Road, South 88°28'06" East, 241.74 feet to a 1/2" rebar and cap set; Thence leaving said southern line of Cassville-White Road and running, South 05°09'40" East, 6.76 feet to a 1/2" rebar and cap set; Thence, South 88°54'22" East, 75.00 feet to a 3/4" open top pipe found; Thence, North 05°09'40" West, 6.19 feet to a 1/2" rebar and cap set along said southern line of Cassville-White Road; Thence running along said southern line of Cassville-White Road, South 88°28'06" East, 1265.49 feet to a 1/2" rebar and cap set; Thence, 201.68 feet along a tangent curve to the left, having a radius of 1234.00 feet and being scribed by a chord bearing North 86°50'58" East, 201.46 feet to a point; thence, South 53°20'13" West, 206.39 feet to a point; thence, 105.21 feet along the arc of a nontangent curve to the left having a radius of 252.00 feet and being scribed by a chord bearing South 31°32'23" East, 104.45 feet to a point; thence North 53°20'13" East, 121.66 feet to a point; thence 306.48 feet along a tangent curve to the right, having a radius of 370.00 feet and being scribed by a chord bearing North 77°03'59" East, 297.79 feet to a point; thence, South 79°12'16" East, 287.97 feet to a point, thence, South 53°25'55" East, 869.88 feet to a point; thence South 36°34'05" West, 2315.80 feet to the place of beginning. Bearings are based on Georgia State Plane Coordinate System (NAD 83) West Zone. Said tract contains 150.445 acres (6,553,394 square feet), more or less.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2020 and subsequent years.
2. Any survey matters disclosed on that certain ALTA/NSPS Land Title Survey prepared by Justin Kyle Lawrence, GRLS No. 3283 of Point to Point Land Surveyors, dated November 19, 2019, being Job No. 195100GA (the "Survey").
3. Other title exceptions listed in Buyer's Title Commitment and not timely objected to by Buyer pursuant to this Agreement.
4. Drainage rights as conveyed in Right-of-Way Deed from Carl & Mary Ward to Bartow County, Georgia, dated August 8, 1956, filed for record December 3, 1956 and recorded in Deed Book 108, Page 514, in Bartow County, Georgia real estate records.
5. Drainage rights as conveyed in Right-of-Way Deed from Joel Parker to Bartow County, Georgia, dated August 8, 1956, filed for record December 3, 1956 and recorded in Deed Book 108, Page 506, in Bartow County, Georgia real estate records.
6. Drainage rights as conveyed in Right-of-Way Deed from W.M. Parker to Bartow County, Georgia, dated September 2, 1955, filed for record December 3, 1956 and recorded in Deed Book 108, Page 483, in Bartow County, Georgia real estate records.
7. Drainage rights as conveyed in Right-of-Way Deed from W.M. Parker to Bartow County, Georgia, dated September 2, 1955, filed for record December 3, 1956 and recorded in Deed Book 108, Page 510, in Bartow County, Georgia real estate records.
8. Easement from John V. Bishop to Billy (Bill) A. Dent and Nora F. Dent, dated June 7, 1962, filed for record June 8, 1962, and recorded in Deed Book 131, Page 158, in Bartow County, Georgia real estate records.
9. Drainage rights as conveyed in Right-of-Way Deed from R. L. Guyton to Bartow County, Georgia, dated August 8, 1955, filed for record December 3, 1956 and recorded in Deed Book 108, Page 513, in Bartow County, Georgia real estate records.
10. Easements for slopes, fills and drainage as conveyed in Right-of-Way Deed from J. M. Neel et al to Bartow County, dated March 26, 1955, filed for record April 17, 1956 and recorded in Deed Book 106, Page 506, in Bartow County, Georgia real estate records.
11. Easements for slopes, fills and drainage as conveyed in Right-of-Way Deed from J. A. Carson et al to Bartow County, dated May 20, 1958, filed for record May 27, 1958 and recorded in Deed Book 113, Page 273, in Bartow County, Georgia real estate records.

12. Easement from Anheuser-Busch, L.L.C. to Municipal Electric Authority of Georgia, dated January 28, 2016, filed for record February 8, 2016, and recorded in Deed Book 2814, Page 942, in Bartow County, Georgia real estate records, and the current approximate location of which is as shown on the Survey

13. Restrictive Covenants as contained in that certain Limited Warranty Deed from Anheuser-Busch, LLC, a Missouri limited liability company to Foxfield Bartow, LLC, a Georgia limited liability company, dated June 24, 2019, filed for record June 25, 2019, and recorded in Deed Book 3098, Page 938, in Bartow County, Georgia real estate records.

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
Contractor Labor Costs:					
1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,115	L.F.	\$21.00	\$23,415.00
2.	3/4" IPS-.113" W.T. F.B.E. Coated, SMLS B Steel Line Pipe	15	L.F.	\$10.00	\$150.00
3.	3/4" IPS-DR 11, P.E. 2708, Polyethylene Pipe	30	L.F.	\$7.20	\$216.00
4.	4" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$3,200.00	\$6,400.00
5.	Farm Tap Assembly	1	Ea.	\$1,000.00	\$1,000.00
6.	3/4" Service Tee, 1,200# W.P.	1	Ea.	\$300.00	\$300.00
7.	3/4" Anodeless Service Riser	1	Ea.	\$250.00	\$250.00
8.	3/4" Meter Valve, 175# W.P.	1	Ea.	\$150.00	\$150.00
9.	Purge and Abandon In Place	995	L.F.	\$2.00	\$1,990.00
10.	Permanent Grassing	2,000	S.Y.	\$1.00	\$2,000.00
11.	Solid Rock Excavation	15	C.Y.	\$85.00	<u>\$1,316.32</u>
ESTIMATED CONTRACTOR LABOR COST					\$37,187.32

Subcontractor Labor Costs:

1.	4" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P. (Tapping & Stopping)	2	Ea.	\$2,700.00	<u>\$5,400.00</u>
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ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
	ESTIMATED SUBCONTRACTOR LABOR COST				\$5,400.00
	ESTIMATED CONTRACTOR LABOR COST				<u>\$37,187.32</u>
	TOTAL ESTIMATED LABOR COST				\$42,587.32

Material Costs:

1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,115	L.F.	\$9.75	\$10,871.25
2.	3/4" IPS-.113" W.T. F.B.E. Coated, SMLS B Steel Line Pipe	15	L.F.	\$4.95	\$74.25
3.	3/4" IPS-DR 11, P.E. 2708, Polyethylene Pipe	30	L.F.	\$0.42	\$12.60
4.	4" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$1,647.33	\$3,294.66
5.	4"x90° L.R. Elbow, Standard Weight	4	Ea.	\$33.21	\$132.84
6.	4" End Cap, Standard Weight	4	Ea.	\$19.96	\$79.84
7.	Farm Tap Assembly	1	Ea.	\$250.00	\$250.00
8.	3/4" Service Tee, 1,200# W.P.	1	Ea.	\$26.78	\$26.78
9.	3/4" Anodeless Service Riser	1	Ea.	\$23.50	\$23.50
10.	3/4" Meter Valve, 175# W.P.	1	Ea.	\$16.90	\$16.90
11.	Permanent Grassing	2,000	S.Y.	\$0.25	<u>\$500.00</u>

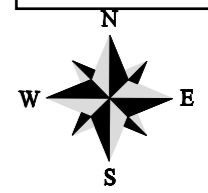
ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
TOTAL ESTIMATED MATERIAL COST					\$15,282.62
TOTAL ESTIMATED LABOR COST					<u>\$42,587.32</u>
TOTAL ESTIMATED PROJECT COST					\$57,869.94

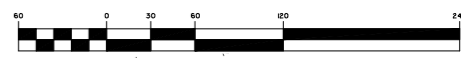
¹ Estimated unit prices of contractor labor costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus 100% adjustment for inflation.

Estimated unit prices of sub-contractor labor costs are based on tap pricing dated August 2, 2019 by Southeastern Natural Gas Services Of Rome, Inc.

Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated April 5, 2021.

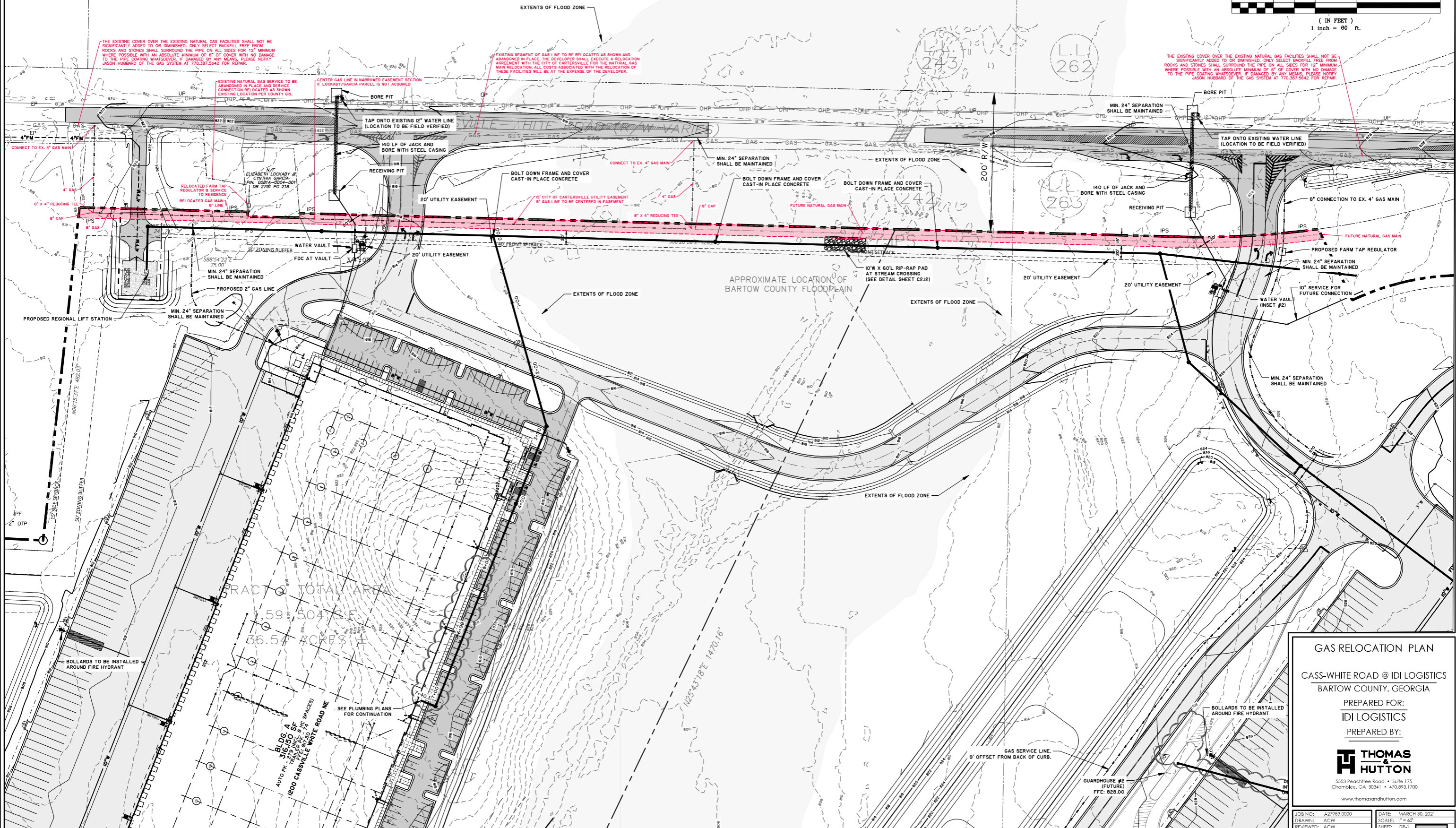


GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

QUANTITIES:
4" GAS LINE: ±252 LF
8" GAS LINE: ±1765 LF
±865 LF PROPOSED
±900 LF FUTURE



GAS RELOCATION PLAN

CASS-WHITE ROAD @ IDI LOGISTICS
BARTOW COUNTY, GEORGIA

PREPARED FOR:
IDI LOGISTICS

PREPARED BY:
THOMAS & HUTTON

5553 Peachtree Road • Suite 175
Chamblee, GA 30341 • 470.893.1700
www.thomasandhutton.com

JOB NO: 2-27983.0000	DATE: MARCH 30, 2021
DRAWN: ACW	SCALE: 1" = 60'
REVIEWED: ACW	SHEET: GR-1



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	Transco – Replacement Meter Cartridge
DEPARTMENT SUMMARY RECOMMENDATION:	This is for a replacement meter cartridge for the two meters being using on the Transco Project. The T35 502 module with high frequency pulse output and conduit connection comes from Equipment Control, who is the sole source provider for this item. The cost is \$12,016.78. I recommend council approval of this item. This is a budgeted item.
LEGAL:	N/A

EQUIPMENT CONTROLS COMPANY, INC.
4555 S. BERKELEY LAKE ROAD
NORCROSS GA 30071
770-441-6400 Fax 770-448-7312

Meeting: May 6, 2021 Item 11.

QUOTE DATE	QUOTE NUMBER
04/06/21	S2112360
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN 4555 S. BERKELEY LAKE ROAD NORCROSS GA 30071 770-441-6400 Fax 770-448-7312	PAGE NO. 1

QUOTE TO:
 CARTERSVILLE, CITY OF
 GAS DEPARTMENT
 P O BOX 1390
 CARTERSVILLE, GA 30120

SHIP TO:
 CARTERSVILLE, CITY OF
 155 OLD MILL ROAD
 GAS DEPARTMENT
 CARTERSVILLE, GA 30120

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
25667	BROWNS FARM	JACOB O'BRYANT	
WRITER	SHIP VIA	TERMS	SHIP DATE
Jon Beam	FREIGHT ALLOWED	Net 15 Days	06/03/21
ORDER QTY	PART NO	DESCRIPTION	Unit Price
1ea	4303	T35-502-300/600 T-35 502 MODULE ANSI 300/600 WP 750/1500 WITH HIGH FREQUENCY PULSE OUTPUT AND CONDUIT CONNECTION TAXES NOT INCLUDED	12016.780
			Ext Price
			12016.78

This is a Quotation.

Price are firm for 30 days, subject to change without notice after 30 days.
 Applicable taxes extra.

Subtotal	12016.78
S&H CHGS	0.00
Amount Due	12016.78



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 15, 2021
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Stormwater
AGENDA ITEM TITLE:	Backhoe Repair
DEPARTMENT SUMMARY RECOMMENDATION:	Stormwater's backhoe needs a new torque converter and related parts. Franklin Tractor is doing the repair and the estimate is \$17,061.84. We recommend approval of this expenditure. This is a budgeted item.
LEGAL:	N/A

FRANKLIN TRACTOR INC.
 2221 HWY 411 NE
 CARTERSVILLE, GA. 30121
 PHONE: 770-382-6855 FAX: 770-382-6861

PAGE 1

SOLD TO: CITY OF CARTERSVILLE
 ACCTS. PAY. DEPT.
 P.O. BOX 1390
 CARTERSVILLE GA 30120

INVOICE NO.: QU3531

P.O. NO.:
 START DATE: 3/18/21
 ENDING DATE:

WORK: 770-387-5640
 PRELIMINARY QUOTATION-DATE 3/29/21 @ 2:42PM

ACCT NO.: 04C50
 SALESMAN: RH

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION	PRICE	AMOUNT
83.00	STANDARD LABOR		
21.00	BRAKE JOB	100.00	8300.00
	Shop Supplies	100.00	2100.00
1.00	FO 87702193 TORQUE C		108.57
1.00	FO 47442982 KIT	2053.20	2053.20
4.00	FO 43138 BOLT E 2403	64.77	64.77
12.00	FO 9515003 BOLT	0.40	1.60
4.00	FO 87655046 WASHER	3.52	42.24
12.00	FO 86632558 NUT JAM	4.80	19.20
1.00	FO 87429970 PUMP	0.69	8.28
1.00	FO 87429971 SEAL OI	1229.60	1229.60
2.00	MS AW325GAL HYDRAULI	80.01	80.01
1.00	FO 87441876 COOLER	59.92	119.84
1.00	FO 84475948 FILTER E FC 2500	1097.28	1097.28
4.00	MS ANAROBIC ANAROBIC	75.88	75.88
1.00	FO 87701327 BRAKE DI	22.22	88.88
1.00	FO 87701324 PLATE B	623.57	623.57
1.00	FO 87701323 PLATE R	374.65	374.65
1.00	FO 87701320 O-RING	194.31	194.31
1.00	FO 87701315 RING	30.48	30.48
1.00	FO 87701318 SEAL RI	7.52	7.52
1.00	FO 87701317 PISTON	119.38	119.38
		163.83	163.83

** CONTINUED ON NEXT PAGE **

INVOICE NO.: QU3531



FRANKLIN TRACTOR INC.
2221 HWY 411 NE
CARTERSVILLE, GA. 30121
PHONE: 770-382-6855 FAX: 770-382-6861

PAGE 2

SOLD TO: CITY OF CARTERSVILLE
ACCTS. PAY. DEPT.
P.O. BOX 1390
CARTERSVILLE GA 30120

INVOICE NO.: QU3531

P.O. NO.:
START DATE: 3/18/21
ENDING DATE:

WORK: 770-387-5640
PRELIMINARY QUOTATION-DATE 3/29/21 @ 2:42PM

ACCT NO.: 04C50
SALESMAN: RH

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION	PRICE	AMOUNT
1.00	FO 85813350 KIT SER	158.75	158.75

RECEIPTS MUST ACCOMPANY ALL RETURNS
20% RESTOCKING CHARGE AFTER 30 DAYS
*** NO RETURNS ON ELECTRICAL OR ***
***** SPECIAL ORDER PARTS *****
*****THANK YOU FOR YOUR BUSINESS*****

SUBTOTAL	17061.84
TAX	
TOTAL AMOUNT-->	17061.84

SIGNATURE _____

* - Designates Tax Applied To This Item

INVOICE NO.: QU3531



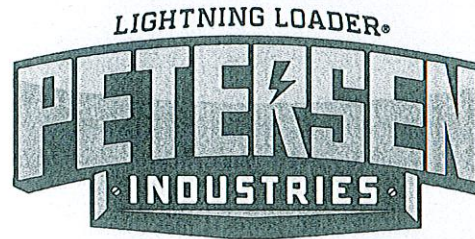


CITY COUNCIL ITEM SUMMARY

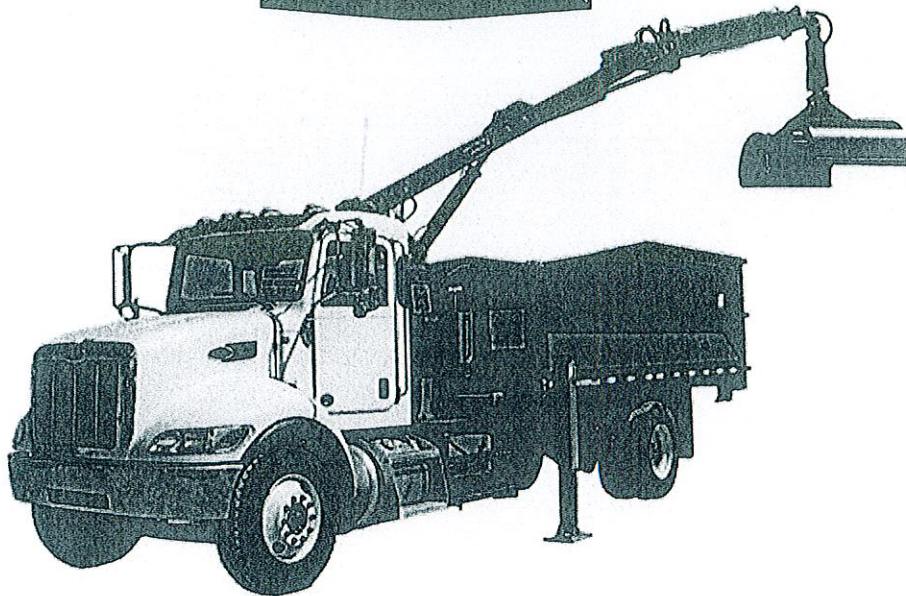
MEETING DATE:	May 6, 2021
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Grapple Loader Truck
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Public Works solicited bids for a Grapple Loader Truck to replace a 1996 Grapple Boom Body that has been recommended for replacement by the City Garage. The prices ranged from \$146K to \$181K and we recommend a Peterson TL-3 loader on a Kenworth chassis from Environmental Products Group for \$159,911.00. This price is within our proposed budget and is also the Georgia State Contract Sale Price, Contract #99999-001-SPD0000102-0010. This item was advertised on the Georgia Procurement Registry.</p> <p>The purchase of this truck was initially planned for the FY21-22 budget. Even though it was not budgeted for this fiscal year, it was recommended that we go ahead with the purchase as there were funds available in the General Fund for the purchase of the truck.</p>
LEGAL:	N/A

PROPOSAL SUMMARY

Prepared for:
Cartersville, GA



2/10



Petersen TL-3 Loader

TL-3 Lightning Loader on a Kenworth Chassis

City of Cartersville
4/19/21

Petersen TL-3

Environmental Products would like to thank you for the opportunity to present the **Petersen TL-3**.

Environmental Products Group is the sole provider of Petersen Grapple Loaders in the State of Georgia, as well as many other leading industry product lines including: Vactor Sewer Cleaners, Labrie Refuse Equipment, Elgin Street Sweepers, Envirosight Inspection Cameras, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, 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 Jettors, 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-SPD0000102-0010

Product Description

Petersen TL3 Grapple Lightning Loader with 24 Yard Body

Standard Features

- 24 Yard Body
- Heavy Duty Swing Motor
- Standard Bucket 60"
- Boom-Up Warning Light/Audible Alarm
- HD Control Box (Throttle, Engine Kill & Horn)
- Tandem Hydraulic Pump
- Loader Will Be Painted Orange, Body Will Be Painted Black
- Barn Style Rear Doors for Body
- Protective Wire Looming for Wiring
- LED Body Lights

Additional Features

- Hardox Steel Upgrade for the Body
- Quad Stick Mechanical Controls
- Strobes on Outrigger Legs
- Grating Heat Shield
- HD Outrigger Strobes
- Hose Guards- Head & Valve Bank
- Self-Winding Tarp Load Cover System
- Amber LED Flashers in Rear Corner Post

Chassis Options

- Kenworth T370 Chassis, White
- Paccar PX7 260 HP Engine
- Allison 2500 Automatic Transmission
- 33,000 GVW



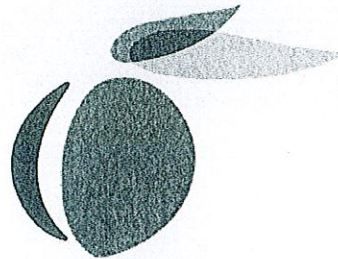
***Sale Price per GA State Contract# 99999-001-SPD0000102-0010= \$159,911.00**

- *Delivery in May 2021*

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-SPD0000102-0010

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.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	New Router and Bandwidth Shaper for Collocation Space
DEPARTMENT SUMMARY RECOMMENDATION:	This item is the purchase of new routing and bandwidth shaping appliances used for serving FiberCom internet connections. These devices will be installed in collocated space in a new datacenter for a total cost of \$67,456. These are not budgeted items, but the cost will be paid from the 2020 SPLOST. Your approval is recommended.
LEGAL:	N/A

QUOTE CONFIRMATION



DEAR STEVEN GRIER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MCDM422	4/26/2021	CISCO N540 X2	11372497	\$49,376.10

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
 TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Network Convergence System 540 - network management device Mfg. Part#: N540-24Z8Q2C-SYS UNSPSC: 43222634 N540-24Z8Q2C Base HW Flex. Consumption Need Smart Licensing TAX: CARTERSVILLE, GA .0000% \$.00 Contract: MARKET	2	5085392	\$16,147.66	\$32,295.32
CIS DIR SN SD-AR3K-N5404ZYS Mfg. Part#: SD-AR3K-N5404ZYS AR LEVEL 3 NO SW SUP NCS540SystemVortex Duration: 36.00 Months Electronic distribution - NO MEDIA TAX: CARTERSVILLE, GA .0000% \$.00 Contract: MARKET	2	6134227	\$5,426.79	\$10,853.58
Cisco Access Essentials (v. 1.0) - license - 10 Gbps capacity Mfg. Part#: ESS-AC-10G-RTU-1 UNSPSC: 43232915 Access Essentials SW Right-to-Use v1.0 per 10G Electronic distribution - NO MEDIA TAX: CARTERSVILLE, GA .0000% \$.00 Contract: MARKET	32	5085396	\$107.88	\$3,452.16
CISCO DIR 3YR SNET SWSS B NO UPG Mfg. Part#: SD-SWK-ESSAC1G1 UNSPSC: 81112201 SWISS B NO UPG AccessNetworkEssentialsSWRight-to-Us eper10G Electronic distribution - NO MEDIA TAX: CARTERSVILLE, GA .0000% \$.00 Contract: MARKET	32	5579922	\$22.22	\$711.04
Cisco Access Essentials - Term License (3 years) - 10 Gbps Mfg. Part#: ESS-AC-10G-SIA-3 UNSPSC: 43232915 Access Essentials SIA per 10G 3 year term	32	5331251	\$64.50	\$2,064.00

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA
 TAX: CARTERSVILLE, GA .0000% \$.00
 Contract: MARKET

PURCHASER BILLING INFO		SUBTOTAL	\$49,376.10
Billing Address: CITY OF CARTERSVILLE ACCTS PAYABLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Payment Terms: VISA		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$49,376.10
DELIVER TO		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF CARTERSVILLE STEVEN GRIER 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Shipping Method: DROP SHIP-GROUND			

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Adam Bruno		(877) 325-6613		adabrun@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
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APconnections, Inc
2770 Arapahoe Road
Suite 132 PMB 158
Lafayette, CO 80026

APconnections
Faster Networks.
Zero Maintenance. Best Prices.
www.netequalizer.com
Thank you for your business!
We appreciate referrals.

Quote # 202104233
Quote Date: 2021-04-23

City of Cartersville
Atten: Steven Grier
1 N Erwin Street
P.O. Box 1390
Cartersville, GA 30120
770-607-6299

sgrier@cityofcartersville.org
chames@cartersvillega.gov
www.cityofcartersville.org

Description of Services

Qty	Product	Price
1	Primary NE5000-10GB with 10GB Dual Port Fiber Bypass and Redundant Power Supply (educational discounts applied)	\$13500
1	1 Year NSS for -10GB (NetEqualizer Software & Support - see below) N/C (first year included in price above)	
1	1 Year NHW (Hardware Warranty) N/C (first year included in price above)	
1	Domestic Shipping \$290 (non refundable)	
1	Spare NE5000-10GB with 10GB Dual Port Fiber Bypass and Redundant Power Supply (educational and spare/load reducing unit discounts applied)	\$4000
1	1 Year NSS for -10GB (NetEqualizer Software & Support - see below) N/C (first year included in price above)	
1	1 Year NHW (Hardware Warranty) N/C (first year included in price above)	
1	Domestic Shipping \$290 (non refundable)	

Total Quote Amount \$18080

Note:
Discounts apply if both are purchased at the same time
NSS and NHW cost for year 2 will be \$3000 for primary unit and \$1000 for 2nd unit
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Includes:
- Free installation support
- NSS includes all phone and email support for NetEqualizer-related questions and issues. General network consulting not included
- 30 day money back guarantee with \$350 restocking fee. Shipping not included - Customer is responsible for return shipping charges

Note: All warranty and return policies are void if equipment displays evidence of physical abuse or water damage.

NSS (NetEqualizer Software & Support) - Covers support and software upgrades for one year from date of purchase.
<http://netequalizernews.com/about-the-netequalizer/netequalizer-terms-conditions-nss-and-nhw/>

Upgrades are announced via our corporate newsletter.

Note: Bandwidth upgrades on all 1u models do not require new hardware.

For any pre-sales questions or to place your order... Contact Sales:
1-800-918-2763, press "3" (toll-free for callers inside the US)
+1 303-997-1300, press "3" (International callers outside the US)
Fax: 815-301-9219
Email: sales@apconnections.net

For Support questions... Contact Support:
1-800-918-2763, press "2" (toll free for callers inside the US)
+1 303-997-1300, press "2" (International callers outside the US)
Fax: 815-301-9219
Email: support@apconnections.net

All prices and amounts are in US Dollars



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 6, 2021
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Administrative
AGENDA ITEM TITLE:	SpryPoint
DEPARTMENT SUMMARY RECOMMENDATION:	In order get metering data from the Cogsdale Utility Billing Software and to import the new AMI meters from Sensus into Cogsdale in a timely manner, we would like to hire SpryPoint to assist in getting this information. Our experience in working with Cogsdale directly is that we may not get the data in a timely manner which will impact our change to the new AMI meters. The project cost of \$12,200 from SpryPoint is part of the overall budgeted amount of the \$13 million in project costs and I recommend approval of this work.
LEGAL:	N/A



Quote

Customer	City of Cartersville	Quote Number	QU-CoC-2021-01
Contact Name	Dan Porta	Issue Date	April 24, 2021
Contact Phone/Email	dporta@cityofcartersville.org	Expiration Date	June 24, 2021

Issue/Request Description

The City of Cartersville will be implementing the Sensus Flexnet AMI solution and has requested SpryPoint's assistance with coordinating the integration between Sensus and the City's existing Cogsdale CSM Billing System. SpryPoint has unique experience in this area and has worked together with UMS to complete similar integrations for other Cogsdale customers.

In addition to the integration with Sensus, the City has requested SpryPoint's assistance in assisting with the configuration of the Mass Meter-Switch capabilities in preparation for the roll-out of the new Sensus Meters.

Solution

SpryPoint will work together with the City, UMS & Sensus to coordinate the following:

1. Create the File of account/customer information from Cogsdale to be loaded into SENSUS FlexNet **(16 hours)**
2. Create the files to facilitate the CMAP Integration to pull Billing Reads from Sensus Flexnet into the Cogsdale CSM **(24 hours)**
3. Assist with the Mass Meter Import process which includes formatting the file from the UMS Xchange system for import into Cogsdale CSM - **(16 hours)**
4. Guidance to City Staff on any changes of multipliers within Cogsdale CSM that may be required to facilitate billing during the meter switch process **(Included)**
5. Instruct the City on how to test the Bill template Switch a meter, produce a bill and see what it looks like **(Included)**

