



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, July 07, 2022 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. June 16, 2022

SECOND READING OF ORDINANCES

2. Model Home Permits

FIRST READING OF ORDINANCES

3. Two-hour Parking Ordinance Amendment

RESOLUTIONS

4. Z22-01 Resolution Request by Applicant

BID AWARD/PURCHASES

5. City View Annual Software Maintenance

RESOLUTIONS

- [6.](#) Money Purchase Plan with ICMA-RC

BID AWARD/PURCHASES

- [7.](#) Property and Casualty Insurance Coverage
- [8.](#) USIS Contract for Workers Compensation Claims Administration
- [9.](#) 48' Bucket Truck Replacement
- [10.](#) Yanmar ViO-55 Mini-Excavator
- [11.](#) Plotter for GIS
- [12.](#) Office 365
- [13.](#) Fiber Pathway Installation
- [14.](#) WTP Process Air Compressor
- [15.](#) Digester Gearbox Rebuild

CONTRACTS/AGREEMENTS

- [16.](#) WPCP Instrument Service
- [17.](#) Construction Manager at Risk (CMAR) for the Water Department Administrative Complex
- [18.](#) Encroachment Agreement

PUBLIC HEARING

- [19.](#) Renewal of Downtown Business Improvement District

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:	July 7, 2022
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	June 16, 2022
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Meeting Minutes from June 16, 2022 are uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
June 16, 2022
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:02 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Fox made a motion to enter into Closed Session for the purposes of Litigation and Personnel. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

Mayor Santini closed Work Session at 7:03 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:07 P.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Roth.

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

Absent: Jayce Stepp, Council Member Ward Two; Taff Wren, Council Member Ward Six

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. June 2, 2022

Council Member Fox made a motion to approve the June 2, 2022 Council Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Appointments

2. Etowah Area Consolidated Housing Authority

Dan Porta, City Manager, stated Ms. Hedy Smith's term on the Etowah Area Housing Authority has expired. She would like to continue serving and if approved, her new term

would expire on April 1, 2027.

Council Member Hodge made a motion to approve the reappointment for the Etowah Area Consolidated Housing Authority. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

SECOND READING OF ORDINANCES

3. Budget Ordinance for the Fiscal Year 2022-2023

Tom Rhinehart stated the proposed 2022-2023 budget is a balanced budget and increased \$22,021,065. The increase equates to a 13.98% increase. The proposed budget includes salary adjustments, a slight increase in the city's property tax millage rate, an increase in health insurance premiums for both the city and the employees, and increases in the water and sewer rates, electric, and solid waste rates.

Budget comparison by type for the FY 2023 proposed budget compared to the FY 2022 budget include: personnel expenses increase by \$2,406,735; operating expenses increased \$3,008,690; purchase of commodities increased by \$4,245,255; debt service expenses increased \$1,884,470; decrease in business improvement district \$24,535; capital expenses increased \$9,435,570, and increases to the transfers to the general fund \$1,064,880. Approval was recommended.

Council Member Fox made a motion to approve the Budget Ordinance for the Fiscal Year 2022-2023. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

**Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 14-22**

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2022 – 2023 budget.

2022 - 2023 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$33,736,215	
Expenditures:		
Legislative		\$ 3,531,275
Administration		\$ 1,219,460
Finance Dept.		\$ 883,845
Customer Service Dept.		\$ 1,378,805
Police		\$ 7,068,675
Fire		\$10,593,490
Municipal Court		\$ 313,585
Public Works		\$ 2,964,060
Recreation		\$ 4,314,400
Planning & Development		\$ 1,468,620
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 923,800	\$ 923,800
America Rescue Plan (ARPA)	\$ 3,150,000	\$ 3,150,000
Tourism Product Development	\$ 150,000	\$ 150,000
SPLOST – 2003	\$ 100,000	\$ 100,000
SPLOST – 2014	\$ 50,000	\$ 50,000
SPLOST - 2020	\$ 3,245,000	\$ 3,245,000
DEA	\$ 442,955	\$ 442,955
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,510,000	\$ 1,510,000
Motor Vehicle Rental Tax	\$ 85,235	\$ 85,235
Grant Funds	\$ 0	\$ 0
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 310,000	\$ 310,000

<u>Enterprise Funds</u>		
Fiber Optics	\$ 2,583,800	\$ 2,583,800
Electric	\$54,485,200	\$54,485,200
Gas	\$34,353,845	\$34,353,845
Solid Waste	\$ 3,638,845	\$ 3,638,135
Stormwater	\$ 1,602,000	\$ 1,602,000
Water & Sewer	\$37,578,785	\$27,353,515
Water Pollution Control Plant		\$ 3,520,060
Water Treatment Plant		\$ 6,705,210
<u>Internal Service Fund</u>		
Garage	\$ 1,573,545	\$ 1,573,545

BE IT AND IT IS HEREBY ORDAINED.

**ADOPTED, this 2nd day of June 2022. First Reading.
ADOPTED this 16th day of June 2022. Second Reading.**

/s/ Matthew J. Saptini
Matthew J. Saptini
Mayor

ATTEST:

/s/ Julia Drake
Julia Drake
City Clerk



4. Amendment to Utilities Ordinance Regarding Solid Waste Rates

Mr. Rhinehart stated the proposed fiscal year 2022-23 budget includes an increase in the Solid Waste Fund to help address the maintenance and capital needs of the Solid Waste Fund. The increase is as follows: a \$2.50 increase per month in the residential solid waste customers and a 10% increase per month in the commercial solid waste customers. Also, residential customers will no longer be required to purchase their solid waste carts as the city will provide one to them. Approval was recommended.

Council Member Cooley made a motion to approve the Amendment to Utilities Ordinance

Regarding Solid Waste Rates. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

Ordinance no. 13-22

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 21. SOLID WASTE, ARTICLE II. MUNICIPAL COLLECTION AND DISPOSAL SERVICE. SEC 21-26. GARBAGE CONTAINERS GENERALLY. SEC. 21-34. BILLING. SUBSECTIONS (a) AND (e) AND SEC. 21-35 COMMERCIAL AND MULTI-DWELLING UNITS (HAVING MORE THAN SIX UNITS) COLLECTION CHARGES are hereby deleted in their entirety and replaced as follows:

1.

Sec. 21-26 Garbage containers generally.

- (a) The following practices and procedures shall be followed in order to facilitate the collection of garbage:
 - (1) Containers purchased by the resident prior to July 1, 2022, will remain the property of the resident.
 - (2) Every new customer after July 1, 2022, shall be provided one standardized container; unauthorized containers will not be serviced. Additional containers may be obtained from the city for an additional fee. The containers are not to be used for any other purpose.
 - (3) Each city issued container has an imprinted serial number that is assigned to a specific address (not resident). If the resident moves, the container must remain at the assigned address.
 - (4) The customer is responsible for keeping their assigned container secure and in good condition. If the container is stolen or vandalized, the customer must provide a valid police report before the container will be replaced. If a container must be replaced due to negligence, the customer shall be required to pay for a replacement container.

- (b) Special exceptions to the requirements of subsection (a) may be made:
 - (1) For the physically handicapped and elderly individuals on a case-by-case basis. They shall use standardized container, and they will be assessed the normal collection rate for the back door service provided.
 - (2) Those desiring backyard pickup shall use city standardized containers and shall be charged a fee of twenty-five dollars (\$25.00) per month for this service if approved by the public works director.
 - (3) If a multifamily dwelling complex has between six (6) to thirty (30) units, the public works director may authorize at his sole discretion, the use of standardized wheel carts in said complex, provided that there is adequate access to and within said complex.

- (c) Every individual who has opted out of using the city's garbage service as of August 27, 1998, may continue to do so. However, in the event said individual desires to use the city's solid waste collection services at a later date, they may do so, but upon exercising that right, said individual forfeits the right to opt out forevermore.

2.

Sec. 21-34. Billing

- (a) Each residential household will be billed a monthly charge of twenty-three dollars (**\$23.00**) minimum for garbage collection; said fee includes the cost of collection, curbside recycling, recycling yard waste, and disposal. The monthly fee shall be twenty-one dollars (**\$21.00**) for a residential household with a homestead exemption for elderly, if the proper form has been filed. Furthermore, there shall be an additional fee of eleven dollars and fifty cents (\$11.50) per month per additional cart per residence. A chart listing out the residential and senior monthly rates is also listed below:

Residential Monthly Rates

1 Curbie	\$23.00
2 Curbies	\$34.50
3 Curbies	\$46.00

Senior Residential Monthly Rates – (Homestead Exemption for Elderly)

1 Curbie	\$21.00
2 Curbies	\$32.50
3 Curbies	\$44.00

- (e) A fee of fifteen dollars (\$15.00) per sticker shall be charged to the customers and stickers may only be purchased in person at city hall or by mail order from the city clerk's office for the collection of the waste material referred to in section 21-33(f) of this chapter. Two (2) stickers (thirty dollars (\$30.00)) are required for all appliances with refrigerant.

3.

Sec. 21-35. Commercial and multi-dwelling units (having more than six units) collection charges.

- (a) Multi-dwelling units having more than six (6) units will be required to have a container and will be charged the following rates:

Container Size	Dumps Per Week	Monthly Rate
2 Yard	1	\$94.00
	2	\$132.00
	3	\$163.00
4 Yard	1	\$121.00
	2	\$183.00
	3	\$230.00
	4	\$292.00
	5	\$354.00
	6	\$462.00
6 Yard	1	\$152.00
	2	\$214.00
	3	\$275.00
	4	\$337.00
	5	\$400.00
	6	\$555.00
8 Yard	1	\$180.00
	2	\$258.00
	3	\$336.00
	4	\$413.00
	5	\$491.00
	6	\$647.00

Extra dumps for dumpsters/containers \$100.00

- (b) The collection charges for commercial curbies is as follows:

Commercial Curbies	Once Per Week Pickup	Twice Per Week Pickup
1 Curbie	\$35.00	\$49.50
2 Curbies	\$43.00	\$61.50
3 Curbies	\$51.00	\$72.50
4 Curbies	\$58.00	\$82.50
5 Curbies	\$67.00	\$94.50

- (c) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (d) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk's office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (e) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.

4.

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.

5.

This rate increase will be effective as of July 1, 2022.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: June 2, 2022
 SECOND READING: June 16, 2022

ATTEST: 
 JULIA DRAKE, CITY CLERK


 MATTHEW J. SANTINI, MAYOR



5. Amendment to Utilities Ordinance Regarding Water and Sewer Rates

Mr. Rhinehart stated the proposed fiscal year 2022-23 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital needs of the water fund. The increase is as follows: a 2.5% increase in the residential, commercial, and industrial water and sewer rates for both inside and outside the city limits customers.

The 2.5% increase will allow the water department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. The total estimated increase for a residential water and sewer customer is \$1.10 per month on 7000 gallons consumed.

The amended ordinance also adds a new “Wholesale” rate class for water customers, which currently only includes the Bartow County Water System as a customer. The wholesale and industrial classes are currently set at the same rate.

With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. Approval was recommended.

Council Member Fox made a motion to approve the Amendment to Utilities Ordinance Regarding Water and Sewer Rates as amended. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Ordinance No. 12-22

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

1.

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

(a.) Water Monthly Billing	City	Outside City
(2) Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$2.26/100 cu. ft./ \$3.01/1000 Gal.	\$4.14/100 cu. ft./ \$5.54/1000 Gal.
(b) 9 – 14 consumptions per month	\$3.39/100 cu. ft./ \$4.54/1000 Gal.	\$4.25/100 cu. ft./ \$5.69/1000 Gal.
(c) 15 – 19 consumptions per month	\$5.13/100 cu. ft./ \$6.85/1000 Gal.	\$5.13/100 cu. ft./ \$6.85/1000 Gal.
(d) 20 + consumptions per month	\$7.16/100 cu. ft./ \$9.58/1000 Gal.	\$7.16/100 cu. ft./ \$9.58/1000 Gal.
(ii) Apartments, Multiples & Commercial Meters	\$3.71/100 cu. ft./ \$4.96/1000 Gal.	\$5.03/100 cu. ft./ \$6.73/1000 Gal.
(iii) Irrigation System Meters	\$5.13/100 cu. ft./ \$6.85/1000 Gal.	\$5.13/100 cu. ft./ \$6.85/1000 Gal.
(iv) Industrial and All Other Meters	\$2.26/100 cu. ft./ \$3.01/1000 Gal.	\$4.14/100 cu. ft./ \$5.54/1000 Gal.
(v) Wholesale Meters	\$2.26/100 cu. ft./ \$3.01/1000 Gal.	\$4.14/100 cu. ft./ \$5.54/1000 Gal.
(b.) Sewage Monthly Billing	City	Outside City
(2) Plus consumption	\$2.48/100 cu. ft./ \$3.32/1000 Gal.	\$4.39/100 cu. ft./ \$5.86/1000 Gal.

2..

This Ordinance shall become effective on July 1, 2022.

3.

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

[SIGNATURES ON NEXT PAGE]
BE IT AND IT IS HEREBY ORDAINED

FIRST READING: June 2, 2022
SECOND READING: June 16, 2022


MATTHEW J. SANTINI, MAYOR

ATTEST: 
JULIA DRAKE, CITY CLERK



6. Amendment to Utilities Ordinance Regarding Electric Rates

Mr. Rhinehart stated the proposed budget includes increases to electric rates. The Electric Department is proposing a rate increase based on the rate study provided by Electric Cities of Georgia (ECG), due to general operations of the electric department increasing, and the increased cost of Plant Vogtle Units 3 and 4 going on-line, the proposed increases are necessary to sustain the electric department’s expenditures. Along with the increases mentioned above, the cost of the electric department’s cost of electricity generation (coal and natural gas) have also increased. The proposed changes include an increase in the base rate of all rate classes. Also, changes will occur in the actual rates of each rate class.

With the proposed changes to the electric rates, the estimated increase to a residential user will be about \$8.00 per month for each 1,000 kWh used. The average Cartersville resident uses 1,013 kWh per month.

Council Member Roth made a motion to approve the Amendment to Utilities Ordinance Regarding Electric Rates. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

ORDINANCE NO. 11-22

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 17, 19, 21, 22, 23, 24, 25, 26, 30 and 35 are hereby amended and/or added by deleting said sections and replacing them with the following:

1.

DIVISION 17. LARGE POWER TIME OF USE; TARIFF LP-TOU-3

Sec. 24-336. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Optional to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to one thousand (1,000) kW and less than three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) The customer may switch to another appropriate tariff following twelve (12) months of service on this tariff.
 - (3) Customer must request this rate in writing.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge \$400.00

Demand charge (per kW of billing demand 4.15

Energy charge:

Summer - April through October consumption (kWh):

Peak 1 (per kWh) 14.1517¢ - Four-hour period from 1:00 p.m. through 5:00 p.m. for July and August only

Peak 2 (per kWh) 6.021¢ - Eight-hour period from 11:00 a.m. through 7:00 p.m. not including Peak 1 hours

Off-peak (per kWh) 4.5525¢ - All other hours

Winter - November through March consumption (kWh):

Peak 3 (per kWh) 5.667¢ - Four-hour period from 6:00 a.m. through 10:00 a.m.

Off-peak (per kWh) 4.8466¢ - All other hours

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Peak rating periods:* Peak rating periods occur on weekdays only and do not apply on national holidays of the United States of America. Peak periods are stated in Eastern Standard or Daylight Times, whichever is currently in effect. There are ten (10) national holidays of the United States of America observed by this tariff. Dates that fall on a weekend day will roll to the date observed by the State of Georgia.

New Year's Day	January 1
M. L. King Jr.'s Birthday	January 16
Washington's Birthday	February 22
Memorial Day	May, last Monday
Independence Day	July 4
Labor Day	September, first Monday
Columbus Day	October 8
Veterans Day	November 11
Thanksgiving Day	November, fourth Thursday
Christmas Day	December 25

- (j) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.
The billing demand shall be the greater of:
 - (1) The current actual demand; or
 - (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable month.
 However, in no case shall the billing demand be less than the greater of:
 - (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) Nine hundred fifty (950) kW (ninety-five (95) percent of one thousand (1,000) kW).
- (k) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the

measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-337—23-340. Reserved.

DIVISION 19. TEMPORARY POWER SERVICE; TARIFF TP-3**Sec. 24-346. Generally.**

- (a) *Effective date:* Bills rendered on or after July 1, 2022
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all construction uses and temporary uses such as fairs, carnivals, Christmas tree stands, and similar locations and structures where such service will be for less than twelve (12) months duration.

A high load factor customer served under this rate schedule may petition CES to be reclassified to the small power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.

- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge \$20.50

Energy charge 14.744¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-347—24-350. Reserved.

DIVISION 21. MEDIUM ECONOMIC DEVELOPMENT; TARIFF MED-6**Sec. 24-356. Generally.**

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available to a qualifying customer only with the approval of the City of Cartersville Electric System (CES) on a case-by-case basis in all areas served by CES and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable only to commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) New or expanded electric service which is added to the CES system.
 - (2) Non-coincident metered demand.
 - (3) Delivered at one (1) service point.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Administrative charge \$153.00

Demand charge 4.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the metered demand:

All kWh 5.5221¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the metered demand:

All kWh 4.4995¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours times the metered demand:

All kWh 4.0904¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The billing demand shall be based on the highest thirty-minute kW measurement and shall be the greater of the customer's metered demand in the current billing month or the maximum demand metered during the prior eleven (11) months including the current billing month. However, in no case shall the billing demand be less than two hundred (200) kW. Until such time as the billing demand can be determined, an estimate will be used by CES for billing purposes that shall be not less than the maximum metered demand for the current billing month.
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.
- (k) *Term:* Maximum term of initial five (5) years or as stated in contract.
- (l) *Terms and conditions:* Service under this tariff may be discontinued and applicable load placed on the standard applicable tariff if, in the opinion of CES, the customer violates any of the following:
- (1) Any two (2) payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
 - (2) Electric service furnished is resold.

- (3) More than one (1) delivery point or more than one (1) standard voltage is required.
- (4) Applicable load increase is less than two hundred (200) kW.
- (5) Monthly peak demand is coincident with CES' monthly peak demand.
- (6) Character of service does not meet criteria of this tariff.

Secs. 24-357—24-360. Reserved.

DIVISION 22. RESIDENTIAL POWER SERVICE; TARIFF RP-5

Sec. 24-361. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all domestic uses of a residential customer in a separately metered single-family or multifamily dwelling unit.
- (d) *Type of service:* Power normally supplied under this rate shall be one hundred fifteen/two hundred thirty (115/230) volts, single phase, sixty (60) hertz. Three-phase service may be furnished, where available.

(e) *Monthly rate:*

Administrative charge \$12.50

Energy charge: *Summer—June through September billing:*

First 650 kWh 8.7686¢ per kWh

Next 350 kWh 10.098¢ per kWh

Over 1,000 kWh 12.1432¢ per kWh

Energy charge: *Winter—October through May billing:*

First 650 kWh 8.7686¢ per kWh

Next 350 kWh 8.3595¢ per kWh

Over 1,000 kWh 7.9505¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-362—24-365. Reserved.

DIVISION 23. CITY GOVERNMENT SERVICE; TARIFF CG-4

Sec. 24-366. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

- (c) *Applicability:* Applicable to all facilities owned, leased by, or operated by the City of Cartersville for the provision of municipal services including, but not limited to, schools, utilities, fire and police protection, solid waste disposal, and general office functions.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*
 Administrative charge \$20.50
 Energy charge: 9.1514¢ per kWh
- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-367—24-370. Reserved.

DIVISION 24. SMALL POWER SERVICE; TARIFF SP-4

Sec. 24-371. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
- (1) Billing demand for the current month and the preceding eleven (11) months must be less than or equal to one hundred (100) kW as defined in the billing demand section of this tariff.
 - (2) Average monthly energy consumption shall be greater than or equal to three thousand (3,000) kWh's based on the most recent twelve (12) months' data, where available.
 - (3) In the event that average monthly energy consumption becomes permanently less than three thousand (3,000) kWh's, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*
 Administrative charge: \$33.00
 Demand charge 3.10 per kW of billing demand
 Energy charge:
 Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 6,000 kWh 11.1147¢ per kWh

Over 6,000 kWh 10.2979¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.3761¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.1719¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.9677¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand in excess of ten (10) kW, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) 10 kW.

- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-372—24-375. Reserved.

DIVISION 25. MEDIUM POWER SERVICE; TARIFF MP-4

Sec. 24-376. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than one hundred (100) kW and less than one thousand (1,000) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than one hundred (100) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.

(d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Administrative charge \$65.50

Demand charge \$3.60 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 20,000 kWh 9.6154¢ per kWh

Over 20,000 kWh 8.5944¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.5104¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.102¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.8978¢ per kWh

(f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand in excess of thirty (30) kW, plus reactive demand charges, plus charges in any applicable rider.

(g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.

(h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

(i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) Ninety-five (95) kW (ninety-five (95) percent of one hundred (100) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-377—24-380. Reserved.

DIVISION 26. LARGE POWER SERVICE; TARIFF LP-5

Sec. 24-381. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:

- (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to one thousand (1,000) kW and less than three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than one thousand (1,000) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*
- Administrative charge: \$164.00
- Demand charge \$3.60 per kW of billing demand
- Energy charge:
- Consumption (kWh) not greater than two hundred (200) hours times the billing demand:
- First 200,000 kWh 7.4806¢ per kWh
- Over 200,000 kWh 6.4586¢ per kWh
- Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:
- All kWh 4.4146¢ per kWh
- Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:
- All kWh 4.0058¢ per kWh
- All consumption (kWh) in excess of six hundred (600) hours times the billing demand:
- All kWh 3.8014¢ per kWh
- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
 - (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
 - (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
 - (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.
For the consumption months of June through September, the billing demand shall be the greater of:
 - (1) The current actual demand; or
 - (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or

- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) Nine hundred fifty (950) kW (ninety-five (95) percent of one thousand (1,000) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-382—24-385. Reserved.

DIVISION 27. EXTRA LARGE POWER SERVICE; TARIFF XLP-4

Sec. 24-386. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than three thousand five hundred (3,500) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge: \$256.00

Demand charge \$4.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 700,000 kWh 6.398¢ per kWh

Over 700,000 kWh 5.386¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.374¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 3.9692¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.7668¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or

- (2) Fifty (50) percent of the contract capacity; or
- (3) Three thousand three hundred twenty-five (3,325) kW (ninety-five (95) percent of three thousand five hundred (3,500) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-387—24-390. Reserved.

DIVISION 29. SMALL GENERAL SERVICE; TARIFF SG-3

Sec. 24-396. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to nonresidential customers where monthly energy consumption is less than three thousand (3,000) kWh's per month. A high load factor customer served under this rate schedule may petition CES to be reclassified to the small power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Administrative charge \$20.50

Energy charge:

Summer—June through September billing:

All kWh 14.744¢ per kWh

Winter—October through May billing:

All kWh 12.9033¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Secs. 24-397—24-400. Reserved

DIVISION 30. EXTRA LARGE POWER TIME OF USE; TARIFF XLP-TOU-3

Sec. 24-401. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Optional to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) The customer may switch to another appropriate tariff following twelve (12) months of service on this tariff.
 - (3) Customer must request this rate in writing.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*
 - Administrative charge: \$405.00
 - Demand charge \$4.20 per kW of billing demand
 - Energy charge: *Summer* - April through October consumption (kWh):
 - Peak 1 14.3842¢ per kWh - Four-hour period from 1:00 p.m. through 5:00 p.m. for July and August only
 - Peak 2 5.3920¢ per kWh - Eight-hour period from 11:00 a.m. through 7:00 p.m. not including Peak 1 hours
 - Off-Peak 4.0745¢ per kWh - All other hours
 - Energy charge: *Winter* - November through March consumption (kWh):
 - Peak 3 5.0720¢ per kWh - Four-hour period from 6:00 a.m. through 10:00 a.m.
 - Off-Peak 4.3377¢ per kWh - All other hours
- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Peak rating periods:* Peak rating periods occur on weekdays only and do not apply on national holidays of the United States of America. Peak periods are stated in Eastern Standard or Daylight Times, whichever is currently in effect. There are ten (10) national

holidays of the United States of America observed by this tariff. Dates that fall on a weekend day will roll to the date observed by the State of Georgia.

New Year's Day	January 1
M. L. King Jr.'s Birthday	January 16
Washington's Birthday	February 22
Memorial Day	May, last Monday
Independence Day	July 4
Labor Day	September, first Monday
Columbus Day	October 8
Veterans Day	November 11
Thanksgiving Day	November, fourth Thursday
Christmas Day	December 25

- (j) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

The billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) Three thousand three hundred twenty-five (3,325) kW (ninety-five (95) percent of three thousand five hundred (3,500) kW).

- (k) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Secs. 24-402—24-405. Reserved.

DIVISION 35. EXTRA EXTRA LARGE POWER SERVICE; TARIFF XXLP-1

Sec. 24-418. Generally.

- (a) *Effective date:* Bills rendered on or after July 1, 2022.

- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to fifteen thousand (15,000) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than fifteen thousand (15,000) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*
 - Administrative charge \$310.00
 - Demand charge \$10.25 per kW of billing demand
 - Energy charge:
 - Consumption (kWh) not greater than two hundred (200) hours times the billing demand:
 - First 700,000 kWh 5.5224¢ per kWh
 - Over 700,000 kWh 4.5014¢ per kWh
 - Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:
 - All kWh 3.4804¢ per kWh
 - Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:
 - All kWh 3.0720¢ per kWh
 - Consumption (kWh) in excess of six hundred (600) hours times the billing demand:
 - All kWh 2.8678¢ per kWh
- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) fourteen thousand two hundred fifty (14,250) kW (ninety-five (95) percent of fifteen thousand (15,000) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Sec. 24-419—24-420. Reserved.

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 alphabetized accordingly and renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: June 2, 2022

SECOND READING: June 16, 2022


MATTHEW J. SANTINI, MAYOR

ATTEST: 
JULIA DRAKE, CITY CLERK



FIRST READING OF ORDINANCES

7. Model Home Permit Ordinance Amendment

Randy Mannino, Planning and Development Director, stated this ordinance is needed to eliminate the final sentence that required final plat approval before utilities could be hooked up.

This was a first reading and will be voted on at the July 7, 2022 meeting.

8. Out of Date Ordinances

Mr. Porta stated this item would be removed from the agenda.

RESOLUTIONS

9. Renewal of Business Improvement District

Keith Lovell, Assistant City Attorney, stated the necessary 51% of signatures have been obtained from property owners and the DDA is seeking approval from Council to renew the Downtown Business Improvement District. This is a resolution to accept the petition.

Council Member Fox made a motion to approve the acceptance of the petition. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

RESOLUTION 10-22

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT FOR TAX YEAR 2022

WHEREAS, the Downtown Development Authority of Cartersville has presented a petition pursuant to O.C.G.A. § 36-43-1, *et. seq.*, to the impacted individuals relating to the adoption of a Business Improvement District to commence and enter for tax year 2022; and

WHEREAS, pursuant to O.C.G.A. § 36-43-1, *et. seq.*, the Downtown Development Authority of Cartersville has provided said petition and related documents to the Mayor and City Council of the City of Cartersville; and

WHEREAS, pursuant to O.C.G.A. § 36-43-1, *et. seq.*, the Mayor and City Council shall refer the attached petition and related documents to each City Department for their submission of a report to the Mayor and City Council by July 1, 2022, in which they shall provide their recommendation to approve of, disapprove of, or give qualified approval with the modifications to the district plan, with reasons therefore; and

WHEREAS, the Mayor and City Council shall publish and hold a public hearing at its regularly scheduled City Council Meeting regarding said plan on July 7, 2022, and shall consider the adoption or denial of said request at its regularly scheduled City Council Meeting on July 21, 2022.

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

That said petition and related documents be forwarded to the City Departments as required, that reports be submitted, a notice be published, a public hearing be conducted, and a meeting for approval or denial to be held as indicated above.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 16th day of June, 2022.

ATTEST:

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

/s/ 
Matthew J. Sanfani, Mayor
City of Cartersville, Georgia



Council Member Hodge made a motion to add four (4) items to the agenda. These items include the following: Emergency Equipment Replacement, Water Meters for Stock, Travelers

and Liberty Mutual Coverage, and Ante Litem Notice. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

BID AWARD/PURCHASES

10. Pipe Purchase, Great Valley Commerce Center

Michael Dickson, Gas Department Director, stated the Gas System is requesting the purchase of 3,500 feet of 4-inch steel pipe for the Great Valley Commerce Center Development on Logistics Parkway in Highland 75. This is part of an extension agreement associated with this project that was previously approved by Council. Three bids were requested, but only one was submitted. Consolidated Pipe and Supply of Lawrenceville, GA submitted the low bid of \$58,800. This is not a budgeted item, but is fully reimbursable and Council's approval to accept the bid was recommended.

Council Member Hodge made a motion to approve the Pipe Purchase, Great Valley Commerce Center. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

11. Sensus Size 880 Gas Meters

Mr. Dickson stated The Gas System is requesting the purchase of forty (40) Sensus size 880 gas meters to replenish our current stock. Equipment Controls Company of Norcross, GA is the sole source provider of this equipment and they provided a quote of \$41,525.20. These meters are fully compatible with our new AMI System and can be delivered immediately. This is a budgeted purchase and Council's approval was recommended.

Council Member Roth made a motion to approve the Sensus Size 880 Gas Meters. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

12. Vector Solutions Renewal

Scott Carter, Fire Chief, stated Fire respectfully request approval of a budgeted item for training. These are the annual fees for Vector Solutions, originally known as Target Solutions, which is a software and records management system that maintains all of the training records for Cartersville Fire Department, reports for ISO and Georgia Fire Standards Training Council. In addition to record retention, it provides digital training opportunities as part of a blended classroom and virtual training program for Fire, Haz Mat, Drivers Training and EMT. The cost of this program is \$7,591.50 and it is a budgeted item. We appreciate your positive consideration for this item.

Council Member Roth made a motion to approve the Vector Solutions Renewal. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

13. Emergency Equipment Replacement

Chief Carter stated the Fire Department was respectful requesting permission to replace the damaged equipment from the fire at Innovative Chemical on Riverside. Four (4) hazardous materials encapsulated flash suits and four (4) sets of boots that were damaged in that fire. The

suits are \$2,500.00 each and the booths are \$172.66 each. This is a total of \$10,690.64 plus shipping and handling.

The request is for an amount not to exceed \$12,000 to cover this purchase. This is not a budgeted item, however, it will be reimbursed by ICT under City of Cartersville Ordinance Chapter 9-19 and Code of Federal Regulations CFR 40 and 49.

Council Member Fox made a motion to approve the Emergency Equipment Replacement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

14. Main Street Pump Station Bid Award

Sidney Forsyth, Water Department Director, stated the Water Department opened the rebuild/rehab project bids for the Main Street water booster pump station. Because of the specialized nature of the project, contractors were pre-qualified to ensure their ability to complete the project as designed. Four (4) contractors were pre-qualified, but only two (2) submitted bids, as follows:

Heavy Constructors	\$2,772,129.00
Sol Construction	\$3,153,600.00
Willow Construction	No Bid
Haren Construction	No Bid

It was recommended to award this vital infrastructure improvement contract to the low bidder, Heavy Constructors, Inc. of Marietta GA. This is a budgeted project to be paid by Water Capacity Fees out of account # 505.3320.54.3408.

Council Member Hodge made a motion to approve the Main Street Pump Station Bid Award. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

15. Field Loader Replacement

Mr. Forsyth stated The Water Department currently uses a 1994 Caterpillar 924F loader with over 6,300 hours to move and load bio-solids as they are land applied. This machine is vital to maintaining our land application permit and program. The loader has, over the last year, needed more frequent and costly repairs to remain in operation and is in immediate need of substantial repairs or replacement.

Bids were solicited and opened for a replacement loader. Three bids meeting specifications were received, with the best bid being from Flint Equipment for \$193,327.00. This loader is in stock and has a 10-day delivery time, versus an estimated 20 and 26 weeks from the other bidders.

It was recommended to purchase the machine from the vendor with the best bid, Flint Equipment for \$193,327.00, due to delivery time and interchangeable implements with the current plant loader. This is a budgeted expense to be paid from account #505.3330.54.2100.

Council Member Roth made a motion to approve the Field Loader Replacement. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

16. Water Meters for Stock

Mr. Forsyth stated the Water Department typically places smaller meter stock orders on a monthly basis. This month, the Water Department was informed that ¾” domestic meters are between 4-6 months estimated delivery time for both the new Sensus AMI supplier and Delta Municipal, out non-AMI meter supplier.

The quote received was for one pallet of ¾” Sensus iPerl meters from Kendall Supply for \$23,961.60. These are the same meters being installed in the AMI project and are in stock, to be delivered this week.

This is a budgeted item to be paid from account #505.3320.54.2325.

Council Member Fox made a motion to approve the Water Meters for Stock. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

17. GPC Make Ready for Emerson Fiber Build

Steven Grier, FiberCom Director, stated this item is for the make ready work required by Georgia Power to engineer and permit our fiber attachments to GPC-owned poles between Monroe Crossing and the Emerson Police Department/City Hall. This item is budgeted in the FY2022-2023 upcoming budget, but the quote is only valid until June 22nd and will be paid for in the current budget, which has funds available.

Council Member Fox made a motion to approve the purchase of GPC Make Ready for Emerson Fiber Build. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

18. FiberCom Office Furniture

Mr. Grier stated this item is for the purchase of new office furniture for the new FiberCom office on South Tennessee Street. The total price is \$25,590.95 from Office Furniture Expo. This is not a budgeted item, but the funds are available, and approval was recommended.

Council Member Cooley made a motion to approve the FiberCom Office Furniture. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

19. Garage Cooling Fans

Freddy Morgan, Assistant City Manager, stated cooling fans are needed for the Garage building in order to maintain air circulation and a healthy temperature for our employees while working on City vehicles. The proposal is for two (2) new HVLS 10’ ceiling fans, two (2) new HVLS 6’ portable fans as well as installation. The total project cost including equipment and labor is \$35,231.25 and is recommended for your approval. This is a budgeted purchase and will be paid out of the current budget.

Council Member Cooley made a motion to approve the Garage Cooling Fans. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

20. Library HVAC

Mr. Porta stated the HVAC unit for the library classroom area needs to be replaced. We requested quotes and received four (4) bids for the 2.5-ton replacement unit:

Mike Jones HVAC	\$9,132.00
Pendley HVAC	\$9,768.59
Weaver HVAC	\$10,135.00
Meadows HVAC	\$14,493.00

We are requesting approval for 50% of the lowest bid (\$9,132.00). With Council approval, the City will agree to provide 50% contingent upon the library receiving the other 50% from a Major Repair & Renovation grant. This is not a budgeted purchase, but will be paid from the FY2022-23 budget.

Council Member Hodge made a motion to approve the Library HVAC. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

21. First Quarter 2022 Motorola Radio Invoice

Mr. Porta stated Bartow County has submitted the first quarter 2022 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$38, 259.81.

Council Member Cooley made a motion to approve the First Quarter 2022 Motorola Radio Invoice. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

22. Travelers/Liberty Mutual

Mr. Porta reviewed the premiums for the Travelers Liberty Mutual Coverage and recommended approval.

Council Member Fox made a motion to approve the Travelers/Liberty Mutual Summary. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0.

23. M & R Services Meter Testing Invoice

Derek Hampton, Electric Department Director, stated The Electric Department utilizes a 3rd party vendor to test a sample group of our meters and the related appurtenances annually. This is a step to ensure accuracy of billing practices and proactively identify any field errors.

The Electric Department is requesting that council authorize the payment of the invoice from M&R Systems for \$7,616.00. This is a budgeted annual expense.

Council Member Hodge made a motion to approve the M & R Services Meter Testing Invoice. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

24. 150 kVA, 3-Phase Transformer Purchase

Mr. Hampton stated The Electric Department is requesting authorization to purchase a 150kVA pad-mounted transformer. We used our last equivalent transformer and need a replacement for our stock. We obtained (4) quotes, and are requesting to purchase the unit from Solomon Transformer. As you probably noticed, this is not the cheapest of the four quotes – however we consider this the best bid due to it being a company that we’ve had positive dealings in the past and the delivery time of 8-9 weeks (40-42) weeks for the lower two bids). Being that we currently do not have a spare unit in stock, the delivery time is worth the upcharge.

Approval was recommended to purchase the 150kVA transformer from Solomon Transformer for \$18,603.00. This is a budgeted expense.

Council Member Roth made a motion to approve the 150 kVA, 3-Phase Transformer Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

CONTRACTS/AGREEMENTS

25. 77 Quail Run - Distributed Generation Agreement

Mr. Hampton stated the property owner at 77 Quail Run would like to interconnect an eligible distributed generation system that would operate in parallel to the City’s electric system to offset part or all of their electricity requirement. The Electric Department recommends Council approve and sign the interconnection agreement.

Council Member Fox made a motion to approve the Distributed Generation Agreement at 77 Quail Run. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

26. Renewal Program Provider Contracts

Erik Pabst, Parks and Recreation Assistant Director, stated this item includes the Renewal Contracts for Program Providers relating to current programs they are offering through the Parks and Recreation Department. Listed below are the Providers with their Program offerings:

- Cartersville Little League – Youth Baseball
- Southern Soccer Academy – Youth Soccer and Camps
- Top Shelf Concessions – Concessions Provider
- Wire2Wire – Running Clubs and Camps
- Legion Lacrosse – Youth Lacrosse and Camps

These existing Program Providers will continue to give the City 20-25% of their gross revenue, including all of the non-resident fees.

Top Shelf Concessions will give the City 15% of their gross monthly revenue.

Council Member Fox made a motion to approve the Renewal Program Provider Contracts. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

27. Contracts for Performing Services

Mr. Rhinehart stated this item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The agencies and amounts for this year are:

- Cartersville-Bartow Library/ \$469,500
- Cultural Arts Alliance/ \$41,000
- Juvenile Court/ \$15,000
- Bartow Health Access/ \$2,000
- Good Neighbor Homeless Shelter/ \$2,000
- Eddie Lee Wilkins Youth Association/ \$18,000
- Bartow-Cartersville Joint Development Authority/ \$200,000
- Downtown Development Authority/ \$220,000

All of these contracts are budgeted in FY2023.

Council Member Roth made a motion to approve the Contracts for Performing Services. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

MONTHLY FINANCIAL REPORT

28. April 2022 Financial Report

Mr. Rhinehart reviewed the April 2022 Financial Report comparing the numbers to April 2021.

OTHER

29. Ante Litem Notice

Mr. Lovell stated his office had received an Ante Litem notice from John Foy and Associates regarding Janell Hackett’s alleged claims against the City relating to an incident which occurred on or about February 11, 2022.

Furthermore, Mr. Lovell suggested to deny the Ante Litem notice.

Council Member Roth made a motion to deny the Ante Litem Notice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0


RESOLUTION NO. 11-22

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA

WHEREAS, on or about June 3, 2022, the City of Cartersville received an Ante Litem Notice dated May 19, 2022, from John Foy & Associates, concerning Jenell Hackett’s alleged claims against the City relating to an incident which occurred on or about February 11, 2022.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council that the City of Cartersville denies the Ante Litem Notice claim submitted as referenced above, based on the information currently available to it, and directs the City Attorney’s Office to inform John Foy & Associates of said denial.

BE IT AND IT IS HEREBY RESOLVED this 16th day of June, 2022.

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

ATTEST:
/s/ 
Julia Drake, City Clerk
City of Cartersville, Georgia



FINAL COMMENTS

Mayor Santini stated that Father’s Day was approaching and wanted to wish all the fathers out there a Happy Father’s Day.

Council Member Roth stated the 4th of July Parade would be sponsored by the Rotary Club of Etowah and start at Tabernacle Baptist Church. Following the parade, around 3:00pm, there would be vendors, food, and fireworks at dark at Dellinger Park and invited everyone to join in the festivities.

ADJOURNMENT

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

Meeting Adjourned at 7:43 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Model Home Permits
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is needed to eliminate the final sentence that required final plat approval before utilities could be hooked up.
LEGAL:	NA

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 – DEVELOPMENT REGULATIONS, ARTICLE II – PLAN REVIEW AND GENERAL REQUIREMENTS, SECTION 7.5-40 – MODEL HOME PERMITS is hereby amended by deleting the final sentence and it will read as follows:

1.

Sec. 7.5-40. Model home permits.

The city at its discretion may approve up to two (2) model home permits per residential subdivision development with the following stipulations:

- (1) The streets of the development should be sufficiently complete having graded aggregate base (GAB) in place to avoid the tracking of mud onto adjacent streets;
- (2) A working fire hydrant must be within two hundred fifty (250) linear feet of the model home site.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Two-hour Parking Ordinance Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	The city received a request from a local business for four spaces dedicated to two-hour parking along Church Street. After reviewing current ordinances and looking at other areas within or near downtown Cartersville, the request for four two-hour parking spaces makes sense, especially when Cartersville High School is in session; therefore, I recommend approval of the change to the ordinance upon the second reading.
LEGAL:	Ordinance revisions written by Archer & Lovell Law office.

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12 – MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. - TRAFFIC SCHEDULES. Sec. 12-1006. – Two-hour parking. (a) is hereby revised by adding the following to paragraph (a):

1.

Sec. 12-1006. – Two-hour parking. (a)

Parking is limited to two (2) hours except as designated herein at the following locations:

Church Street, from N. Tennessee Street to N. Dixie Avenue.

2.

All other existing provisions of Sec. 12-1006 (a) shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be 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: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



Post Office Box 640 • Cartersville, Georgia 30120
770-382-7525 • mcstatts.com • orders@mcstatts.com

Mr. Dan Porta
City Manager
City of Cartersville
PO Box 1390
Cartersville, GA 30120

June 15, 2022

Dear Mr. Porta,

We are the owners of McStatts' Printing at 220 East Church Street. Our family business has been located here since 1968. I am requesting that four public parking spaces along Church Street closest to our building be restricted to two-hour parking during business hours. Over the past few years, high school students have taken up all of the public parking. This has had a negative effect on our business since customers now have limited to no parking options. We believe this would alleviate the problem and allow for public parking, not just school parking. We also realize that this would not be parking reserved for only our customers but also for other nearby businesses that may be having a similar issue. We appreciate your consideration.

Respectfully,

Anthia McStatts Santini

Kathy McStatts Fulton

Two-Hour Parking Signs Around Downtown Cartersville:

Meeting: July 7, 2022 Item 3.





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z22-01 Resolution Request by Applicant
DEPARTMENT SUMMARY RECOMMENDATION:	Zoning case number Z22-01, for a proposed townhome development on Center Road, was denied earlier this year. Our ordinance does not allow resubmittal for the same request until 12 months have passed from the date of the final decision, unless the Mayor and Council waive or reduce the 12-month time interval by “Resolution”, to a minimum of 6 months (State law does allow resubmittal after 6 months). The applicant’s general counsel has requested in writing that the interval be reduced to 6 months. Staff has no recommendation on this request.
LEGAL:	NA

Merrill Trust Group, LLC
8000 Capps Ferry Road, Douglasville, GA 30135
404-495-9577

June 23, 2022

HUGH O. NOWELL
GENERAL COUNSEL

David Hardegree, AICP
Planning and Development
City of Cartersville
10 North Public Square
P.O. BOX 1390
Cartersville, GA 30120

Via email: dhardegree@cityofcartersville.org

RE: Denial of Rezoning Application of WHM Chattahoochee Hills Investments, LLC,
by City of Cartersville

Dear Mr. Hardegree:

Thank you for speaking with me regarding your June 8th correspondence to Justin Purucker of Prime Engineering notifying him that our zoning application, Z 2201 was denied by the City on June 2, 2022.

We would like to appeal this decision and reapply for the same change in zoning. Please send this request to the appropriate person with the City. We also request the time for the hearing be reduced from 12 months to 6 months.

Thank you for your assistance in this matter. Please let us know the next step in the process. If you would like to discuss further please do not hesitate to call me at 678-457-5509.

Sincerely,



Hugh O. Nowell

CC: Harrison Merrill, Jr.
Justin Purucker
Carl Westmoreland, Esq.



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

June 8, 2022

Justin Purucker
C/O Prime Engineering
3715 Northside Pkwy
Atlanta, GA 30327

RE: Z22-01. Zoning Results Letter for property located at Center Rd and I-75 (C108-0001-001).

Mr. Purucker,

The zoning application, Z22-01, was **DENIED** by City Council on June 2, 2022 for the rezoning of 103.85 acres from R-20 (Single Family Residential) to RA-12 (Single Family Residential Attached) for the construction of 199 townhomes. As a result of this decision, the following options are available to you:

1. You may file an appeal to the Bartow County Superior Court within 30 days of the decision date. Per Ordinance Sec. 22.8.
2. You may reapply for the same change in zoning after 12 months from the date the application was denied. Per Ordinance Sec. 22.1.3.
3. You may request in writing to City Council that the 12 month rule in Item 2 be reduced to not less than 6 months per Ordinance Sec. 22.1.3.

Please contact me with any questions.

Sincerely,

David Hardegree, AICP
City Planner
O: 770-387-5614
dhardegree@cityofcartersville.org

Cc: HMJr

Sec. 22.1. - Initiation of amendments.

- 22.1.1. *Text amendment.* An application to amend the text of this chapter may be initiated by the planning commission or be submitted to the planning commission by the mayor and city council, zoning staff, or by any person having an interest in the city.
- 22.1.2. *Map amendment.* An application to amend the official zoning map may be initiated by the planning commission or be submitted to the planning commission by the mayor and city council or zoning staff, property owner or agent of the owner. Unless initiated by the mayor and city council, the planning commission or zoning staff, all applications to amend the official zoning map must be submitted by an owner of the affected property or an authorized agent of an owner, following procedures set forth in sections 22.2 and 22.3. If submitted by an agent of the owner, such authorization shall be notarized and attached to the application. If a property has multiple owners, only one (1) owner need file the application, and it will be assumed that the other owners consent; however, if any owner does not consent to the application (or otherwise objects), the rezoning application will not go forward. If owned by a corporation or other entity, the application must be filed by a person with proper corporate or entity authority, and the zoning administrator may require documentation to support a claim of authority.
- 22.1.3. *Resubmission after denial.* In the event an application for an amendment to the zoning map has been denied, another rezoning application affecting the same property shall not be submitted nor accepted until twelve (12) months have passed from the date of the final decision by the mayor and city council. The mayor and city council may either waive or reduce the twelve-month time interval by resolution, to a minimum of six (6) months.
- 22.1.4. *Alter conditions.* An application to alter conditions of rezoning may be submitted at any time after the final decision of the mayor and city council. The applicant must show a change in circumstances or additional information not available to the applicant at the time of the original decision by the mayor and city council to impose the condition. Another application to alter the same condition shall not be submitted more than once every twelve (12) months, such interval to begin on the date of the final decision by the mayor and city council on said application to amend the condition.
- 22.1.5. *Withdrawal.* An application may be withdrawn without prejudice at any time prior to 6:00 p.m. on the day of the planning commission hearing. The planning commission may give permission for a withdrawal without prejudice at its hearing. Withdrawal after the planning commission's hearing shall mean such application may not be resubmitted for consideration for a period of six (6) months, counting from the date of withdrawal to the date of renewed application. Unless withdrawn at the hearing, the withdrawal must be in writing, signed and dated by the applicant.
- 22.1.6. *Reduced requirements for city applications.* The requirements of section 23.2 do not apply to any application for amendment initiated by the zoning department staff, the planning commission or

the mayor and city council, and such applications shall only contain such information as is required by the zoning administrator. City initiated map changes do not require that the city send letters to property owners or post signs on properties affected. Such notice is not required under the zoning procedures law and is not practical when the city changes large numbers of parcels at one (1) time.

- 22.1.7. *Simultaneous applications.* If multiple amendments are submitted on one parcel, they are to be considered in the following order: 1) text amendments; 2) zoning map amendment; 3) special use permit; 4) zoning condition amendment. Each application shall be voted on separately, in the above-stated order. If a rezoning change is denied and the proposed special use is not permitted in the original zoning district, that application shall be denied.
- 22.1.8. *Campaign contribution disclosures.* Applicants and opponents to rezoning actions that change the zoning district on a parcel are requested to consult the Conflict of Interest in Zoning Act, O.C.G.A. § 36-67A-1, which requires disclosure of campaign contributions made within two (2) years of the rezoning application, and aggregating two hundred fifty dollars (\$250.00) or more, to any planning commission member or any member of the mayor and city council. Such disclosures should be filed at least five (5) calendar days prior to the planning commission's hearing on forms available at the zoning office. Violation of this Act shall not affect the validity of the rezoning, but such action may be a misdemeanor under O.C.G.A. § 36-67A-4.

Sec. 22.8. - Appeals to superior court.

Appeals of the grant or denial of a rezoning decision shall be taken within thirty (30) days of the decision by filing an appeal in superior court, pursuant to the provisions in O.C.G.A. Title 5. Such appeals shall be de novo.

RESOLUTION 12-22

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE AUTHORIZING THE SUBMISSION TO THE MAYOR AND CITY COUNCIL OF THE REQUEST FOR REDUCTION OF RESUBMITTAL TIME FROM TWELVE MONTHS TO SIX MONTHS ON THE DENIAL OF ZONING APPLICATION Z22-01

WHEREAS, on June 23, 2022, Hugh O. Nowell sent a letter to the Planning and Development Department requesting that, in regards to the denial of Application Z22-01, being the rezoning for WHM Chattahoochee Hills Investments, LLC, that a request be made to the appropriate party for their resubmittal time to be reduced from twelve (12) months to six (6) months, a copy of which is attached as Exhibit “A;” and

WHEREAS, Sec. 22.1.3 of the City of Cartersville Zoning Ordinance allows the Mayor and City Council to either waive or reduce the twelve (12) month time interval by resolution, to a minimum of six (6) months; and

WHEREAS, pursuant to said Sec. 22.1.3, the Zoning Administrator is forwarding said request to the Mayor and City Council for their consideration.

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

That after consideration of the request of Hugh O. Nowell, on behalf of WHM Chattahoochee Hills Investment, LLC, to reduce the twelve (12) month resubmission period to six (6) months for the denial of Application Z22-01, the same is hereby _____ and the time period for resubmission shall be _____ months from the denial.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 7th day of July, 2022.

ATTEST:

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	City View Annual Software Maintenance
DEPARTMENT SUMMARY RECOMMENDATION:	This is the annual City View maintenance invoice for 8/1/22 through 7/31/2023 in the amount of \$20,869.16. This is a budgeted item and approval is recommended.
LEGAL:	NA



Invoice **MUNMN0000844**
 Date **5/25/2022**
 Page **1 of 1**

Remit To: Harris computer Systems
 PO Box 74007259
 Chicago, IL 60674-7259

Bill to
 Cartersville, City of
 Jack Thomson
 1 N. Erwin St. P.O. Box 1390
 Cartersville, GA 30120
 USA

Ship To
 Cartersville, City of
 Jack Thomson
 1 N. Erwin St. P.O. Box 1390
 Cartersville, GA 30120
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	CAR1102	MICHAEL HIGGINS	DELIVERY	

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	MUNICIPAL MAINT	Annual Software Maintenance term for CityView: 8/1/2022 to 7/31/2023 Please note: This year's Maintenance fees have been subjected to a 3% increase. Maintenance includes registration fees for 0 participants in the 2022 Harris Customer Training Conference	US\$ 20,869.16	US\$ 20,869.16

Invoice Questions? Please call Cyrene Kwok at 1-888-847-7747 ext 2699 OR e-mail CKwok@harriscomputer.com	Subtotal	US\$ 20,869.16
	Misc	US\$ 0.00
	Tax	US\$ 0.00
	Freight	US\$ 0.00
	Trade Discount	US\$ 0.00
	Total	US\$ 20,869.16



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Money Purchase Plan with ICMA-RC
DEPARTMENT SUMMARY RECOMMENDATION:	The city has been a member of ICMA-RC for many years allowing employees to contribute funds to deferred compensation plans and with some recent changes in Federal legislation, the city needs to agree to some changes to continue meeting IRS regulations. After reviewing the proposed changes, I recommend approval of the Resolution and supporting documentation to allow the city and our employees to continue participating in the ICMA-RC deferred compensation program.
LEGAL:	Legal documentation written by Archer & Lovell Law office.

RESOLUTION NO. _____

Resolution of the Mayor and City Council of the City of Cartersville, relating to its money purchase plan

Plan number 10 _____

WHEREAS, the City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as "Employer") has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in Vantage Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "Plan") in the form of: (Select one)

- The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).
- The Plan and Trust provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby adopts the Declaration of Trust of VantageTrust, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in VantageTrust.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in VantageTrust; and

BE IT FURTHER RESOLVED that the _____ use title of official, not name) shall be the coordinator for the Plan; shall receive reports, notices, etc., from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the Employer, any required votes under Vantage Trust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes _____ (use title not name) to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

BE IT AND IT IS HEREBY RESOLVED, this ____ day of July, 2022.

ATTEST:

/s/ _____

**Julia Drake, City Clerk
City of Cartersville, Georgia**

/s/ _____

**Matthew J. Santini, Mayor
City of Cartersville, Georgia**

I, _____, Clerk of the City of Cartersville, do hereby certify that the foregoing Resolution proposed by the City Council of the City of Cartersville was duly passed and adopted by the Mayor and City Council at a regular meeting therefore assembled this ____ day of July, 2022, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

**AFFIRMATIVE STATEMENT FOR ADOPTING A SECTION 401 MONEY PURCHASE PLAN
PURSUANT TO RESOLUTION NO. _____ BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
CARTERSVILLE, STATE OF GEORGIA**

Plan Number: 10 _____

WHEREAS, the City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as "Employer") has employees rendering valuable services; and

WHEREAS, the establishment of a profit-sharing retirement plan serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer hereby adopts or has previously adopted the Declaration of Trust of Vantage Trust, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established, if the assets of the plan are to be invested in the Vantage Trust;

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH the Employer's 401(a) money purchase plan (the "Plan") in the form of:

- The ICMA Retirement Corporation 401 Governmental Money Purchase Plan and Trust; or
- The plan provided by the Employer (executed copy attached hereto).

SPECIFY that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of the Plan participants and their beneficiaries. The assets shall be invested in the Vantage Trust, and shall not be diverted to any other purpose. The Employer's beneficial ownership of Plan assets held in the Vantage Trust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

SPECIFY that the _____ (title) shall be the coordinator for the Plan; shall receive reports, notices, etc., from the ICMA Retirement Corporation or the Vantage Trust; shall cast, on behalf of the Employer, any required votes under the Vantage Trust; may delegate any administrative duties relating to the Plan to appropriate departments; and is authorized to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan; and

AFFIRM that the Employer hereby agrees to serve as Trustee under the Plan.

Date: _____

(Title of Designation Agent)

(Signature)

Trust Agreement

The City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as "Employer") hereby adopts and designates this Trust ("the Trust") to receive and hold the assets of the MissionSquare Retirement Governmental Money Purchase Plan ("the Plan"). The Trust is adopted and designated in accordance with Section 2.22 of the Plan. The Trust shall hold all of the assets of the Plan derived from Employer and Employee contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries. All capitalized terms in this instrument shall be interpreted consistent with Article II of the Plan.

- I. **Trust.** A trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that taxes and expenses may be paid from the Trust as provided in Section III below. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.

- II. **Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section II with respect to investment of the Trust assets, except to the extent that the investment of the Trust assets is controlled by Participants, pursuant to Sections 6.01 and 13.03 of the Plan.
 - (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of the Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
 - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

III. Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.

- IV. **Payment of Benefits.** The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under the Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

- V. **Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Trust, all Account balances include the Account balances of all Participants and Beneficiaries.

- VI. **Participant Loan Accounts.** Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.01.

SIGNATURE & DATE

Date: _____

EMPLOYER:

CITY OF CARTERSVILLE, GEORGIA

By: _____ (SEAL)
Matthew Santini, Mayor

Attest: _____ (SEAL)
Julia Drake, City Clerk

Date: _____

TRUSTEE:

CITY OF CARTERSVILLE, GEORGIA

By: _____ (SEAL)
Signature

Print Name: _____

Title: _____

Attest: _____ (SEAL)
Julia Drake, City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Property and Casualty Insurance Coverage
DEPARTMENT SUMMARY RECOMMENDATION:	Travelers Insurance has provided the city a competitive quote for cyber insurance coverage at \$13,401 and I recommend approval of this coverage. This is a budgeted purchase.
LEGAL:	N/A



Policy Number ZPL-1H538911

Liability coverage applies on a claims-made basis. Payments of defense expenses will reduce, and may exhaust, the limits of insurance.

CyberRisk Aggregate Limit	\$1,000,000
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Liability coverage information

COVERAGE	LIMIT	RETENTION
Privacy And Security	\$1,000,000	\$10,000

Breach Response coverage information

COVERAGE	LIMIT	RETENTION
Privacy Breach Notification	\$100,000	\$5,000
Cyber Extortion	\$250,000	\$10,000
Data Restoration	\$100,000	\$5,000
Public Relations	\$100,000	\$5,000

Date

	DATES
Privacy And Security Retroactive Date	06/30/2016

Coverage by endorsement

	OPERATING EXPENDITURES
US Net Operating Expenditures	\$99,907,552
Total Net Operating Expenditures	\$99,907,552

Premium schedule

	PREMIUM
Premium	\$13,401
Term Premium	\$13,401



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	USIS Contract for Workers Compensation Claims Administration
DEPARTMENT SUMMARY RECOMMENDATION:	USIS is the third-party insurance claim processing company that handles all of our workers compensation claims at annual cost of \$10,147.50. This company has been our claims administration company since 2007 when we went self-insured and I recommend approval of this annual contract. This is a budgeted purchase.
LEGAL:	N/A

**CONTRACT FOR SERVICES
BETWEEN
USIS, INC.
AND
CITY OF CARTERSVILLE**

In consideration of the mutual covenants herein contained, **USIS, INC.** hereinafter referred to as the **COMPANY**, does hereby contract and agree with the **CITY OF CARTERSVILLE**, hereinafter referred to as the **EMPLOYER**, as follows:

- I. This agreement shall take effect July 1, 2022, and shall continue for a one (1) year period, unless terminated by either party as set forth herein. This contract may be terminated at the request of the **COMPANY** with ninety (90) days written notice, and the **EMPLOYER** with sixty (60) days written notice.

- II. All services rendered by the **COMPANY** will fully comply with the rules established by regulatory authorities, including the Immigration Reform Compliance Requirement, which states that during the entire duration of this contract, USIS will remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50 36-1. The **COMPANY** will perform all services specified herein, including but not limited to the following: Administrative Services, Claims Services, and Data Management Services.

A. **ADMINISTRATIVE SERVICES**

- 1. Prepare, file and maintain all records and reports as may be required by legal authorities (State, local and Federal) or by excess insurers. Reports will only be filed upon approval of the **EMPLOYER**.

- 2. Prepare, file and maintain statistical information required by the Department of Insurance or other appropriate State agencies, by required date. Reports will only be filed upon approval of the **EMPLOYER**.

B. **CLAIMS SERVICES**

- 1. Establish reporting procedures which are compatible with the needs of the **EMPLOYER**.

- 2. Provide necessary forms and instructions for use.

3. Receive and examine on behalf of the **EMPLOYER** all reports of employee injury claims.
4. Conduct investigations that will disclose all of the pertinent facts on any accident as deemed necessary to allow determination as to compensability.
5. Accept or deny all reported claims for employee injuries on behalf of the **EMPLOYER** in accordance with the applicable Workers' Compensation Law.
6. Employ outside professionals such as private detectives, expert witnesses, field claim adjusters and attorneys to assist in the investigation, should it be necessary, at the expense of the **EMPLOYER**, subject to prior approval by and consultation with **EMPLOYER**.
7. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules through our specialized Cost Containment Unit.
8. Subject to approval by the **EMPLOYER**, the **COMPANY** will adjust and settle all reported claims. Payment of claims will follow city ordinance guidelines and the City Council will approve claims that exceed dollar thresholds as stated in the ordinance. Such settlement is to include preparation and execution of all necessary compromise and release agreements.
9. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.
10. Pay in a timely fashion and for appropriate amount all claims and expenses pertaining thereto from the Working Loss Fund. The Working Loss Fund will be established by the **EMPLOYER** and will be maintained at a dollar level sufficient to meet the monthly obligations.
11. Conduct an ongoing review of all open cases where appropriate to establish the status of each disabled employee claim in order to bring to an amicable conclusion.
12. Provide **EMPLOYER** with narrative status reports of major or litigated claims.
13. Provide coordination with rehabilitation of injured employees in the consultation, retraining and reassignment of employees with limited

physical abilities arising from covered injuries, at the expense of the **EMPLOYER**.

14. In coordination with **EMPLOYER**, maintain a current roster of qualified physicians for the treatment of covered injuries on a first and specialized basis, as well as maintaining procedures for close liaison with the treating physicians.
15. The **EMPLOYER** will establish a checking account with its bank, will complete monthly bank reconciliations and pay normal bank account related expenses regarding the checking account(s).
16. Employ outside professionals for field case management, rehabilitation, vocational training and catastrophic case management at the expense of the **EMPLOYER** subject to prior approval by and consultation with the **EMPLOYER**.

C. **DATA MANAGEMENT SERVICES** - Provide EMPLOYER' s Liability Claims Reports monthly with the following individual claim details:

1. Claimant's name and social security number
2. Date of injury or loss
3. Nature of injury or loss
4. Description of accident
5. Payments to date
6. Reserves for future payments
7. Allocated claims expense paid-to-date
8. Reserve for future allocated claims expense

D. **WORKING LOSS FUND RECONCILIATION** - Provide monthly reports as follows:

1. Report will be mailed to **EMPLOYER** fifteen (15) days after close of each monthly period.
2. Report will show:
 - a. Balance of fund at inception
 - b. Total disbursement by date and claimant

- c. Balance of fund at close
- d. Amount of reimbursement required

III. WORKERS COMPENSATION CLAIM SERVICES:

A. Service fees will be charged at a flat rate of \$10,147.50 for the twelve (12) month period.

- 1. PPO Access shall be 25% of contracted savings

IV. Other than filing of applications for self-insurance and the rendering of loss prevention services, the **COMPANY'S** performance will continue for a period of ninety (90) days after the expiration of the contract period. All reports required by regulatory authorities will be filed for the contract period. The aforementioned annual fees payable to the **COMPANY** include full consideration for all such continuing obligations.

V. INDEPENDENT CONTRACTOR:

COMPANY shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **COMPANY** or any of its agents or employees to be the agent, employee, or representative of **EMPLOYER**.

VI. INSURANCE:

The **COMPANY** shall maintain professional liability insurance in an amount of not less than \$1,000,000 to cover damages resulting from errors or omissions of the **COMPANY**. Such coverage shall be maintained for a minimum of two years after completion of the services provided hereunder and shall provide **EMPLOYER** with certificates of insurance to evidence such coverage during this Agreement and as requested in writing by **EMPLOYER** for two years following this Agreement's termination.

VII. INDEMNIFICATION:

COMPANY shall indemnify, defend and hold harmless the **EMPLOYER** and its affiliates, officers, directors, agents and employees from an against any and all third party

claims, losses, liabilities, damages, costs, penalties, fines, interest and expenses, including reasonable attorney's fees (a "Loss"), to the extent arising from or caused in whole or in part by any breach of this Agreement or negligent act or omission by the **COMPANY** or its officers, agents, or employees. If there is a breach or negligence on the part of the **EMPLOYER**, such indemnification shall be partial and provided only to the extent of the comparative fault of the **COMPANY**.

Notwithstanding the foregoing, USIS shall have no liability under this provision for any act or omission taken by it in accordance with the written instructions of the City of Cartersville. This provision shall survive termination of this Agreement.

VII. The **COMPANY** will not assign this agreement or any responsibilities pursuant to said agreement without the express consent, in writing, of the **EMPLOYER**.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions and provisions, and hereby cause this agreement to become effective.

CITY OF CARTERSVILLE

By:

Signature

Mayor

Title

Attest:

Date

USIS, INC.

By:



Signature

Executive Vice President

Title



Witness Signature

4/4/2020

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	48' Bucket Truck Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase a replacement for Truck #522, which is a 41' Service Bucket Truck that has been problematic. We recommend approval to purchase the 48' Service Bucket truck on a Freightliner chassis from Altec for a cost not to exceed \$265,000. We plan to retain approximately 1/3 of the truck cost in reserves, then process the remaining amount on the delivery date in 2025. A portion of this purchase is budgeted in FY22-23 with the remainder in the FY23-24 budget.
LEGAL:	N/A

March 28, 2022
Our 93rd Year

Ship To:

CITY OF CARTERSVILLE
ALTEC GEORGIA SERVICE CENTER
287 FIRST STREET
FOREST PARK, GA 30297
US

Bill To:

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120-0000
United States

Attn:
Phone:
Email:

Altec Quotation Number: 1109764 - 1
Account Manager: Tim Luker
Technical Sales Rep: Christopher Ryan Wood

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Unit		
1.	<p>Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:</p> <ul style="list-style-type: none"> A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m) B. Working Height: 52.5 feet (16.00 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended) I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. 	1	

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And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<p>Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.</p> <p>K. Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.</p> <p>L. Dielectric rating: Category C, 46 kV and below</p> <p>M. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.</p> <p>N. Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.</p> <p>O. Unit meets or exceeds ANSI 92.2 standards.</p>		
2.	Pedestal	1	
3.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
4.	Platform Mounted Single Handle Controls	1	
5.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
8.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
	Set at 2,250 PSI		
10.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
11.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
13.	Primary A-Frame Outriggers with 5-degree swivel shoes. For installation on a 41 to 47 inch chassis frame height.	1	
	<p>A. Maximum Spread: 135 inches to the outer edge of shoes</p> <p>B. Ground Penetration: 5 to 11 inches depending on chassis frame height</p> <p>C. Outrigger/Unit Selector Valve</p> <p>D. Outrigger Motion Alarms</p> <p>E. Outrigger Interlocks: will not allow the unit to be operated until the outriggers</p>		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	have been at least partially deployed		
14.	Winch load line swivel hook	1	
15.	Altec Unit Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
16.	Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)	1	
17.	Subbase	1	
18.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
19.	Temperature Sight Gauge (FA Supplied)	1	
20.	15 Gallon Reservoir, Triangular	1	
21.	HVI-22 Hydraulic Oil (Standard)	25	
22.	Standard Pump For PTO	1	
23.	Hot shift PTO for automatic transmission	1	
24.	Altec PTO/Transmission Functionality with Winch Recovery for Allison Automatic Transmissions: -Once the PTO switch is on and transmission is in first, neutral, or reverse the PTO will engage. -Once the Parking Brake is engaged and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced into neutral. -PTO will disengage when RPM limits are exceeded (chassis speed of approximately 5 mph).	1	
25.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
26.	Altec Winch Bumper Package, Braden TR20, 20,000 LB Planetary Gear Single-Speed Hydraulic Winch With Tool Box And RH Extended Shaft	1	
27.	Winch Cable 250 Ft Of 1/2 In IWRC 6 X 36	1	
28.	Quick Hook 5 TON	1	
29.	Winch Controls, Dual Location (In-Cab And Remote Mounted), Air, Single Axis Control Levers (Non-Meterable), Altec Preferred Dual Location Air Controllers, Guard	1	
30.	Set Of 10 Ft Non-Conductive Hoses And Couplings For Hydraulic Tools	1	
31.	Stanley 75 Long Reach Chainsaw (Pole Saw) (CS25812) (Requires 4-6 GPM 1000-2000 PSI)	1	
32.	Stanley Impact Wrench/Drill, 7/16 In QC (ID07810) (Requires 4-12 GPM, 750-2000 PSI)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Body</u>		
33.	Altec Body	1	
34.	Steel Body	1	
35.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.		
	C. Heavy-Gauge Welded Steel Frame Construction.		
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
	H. B-Line Channel Installed In Compartments		
36.	Smooth Galvanneal Steel Floor	1	
37.	Aerial Service Line With Step (ASLS)	1	
38.	Finish Paint Body Altec White	1	
39.	Undercoat Body	1	
40.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
41.	94" Body Width	1	
42.	46" Body Compartment Height	1	
43.	18" Body Compartment Depth	1	
44.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
45.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1	
46.	Dome Lights (LED) Installed On Horizontal Compartment Tops And On Vertical Compartment Doors, One Per Compartment (Installed At Body Plant)	7	
47.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
48.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
49.	Standard Master Body Locking System	7	
50.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
51.	Chains On All Horizontal Doors	1	
52.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
53.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
54.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
55.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
56.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
57.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
58.	1st Horizontal (SS) - Fixed Shelf With Module Dividers (Egg Crate On 4 Centers, Removable, And Configurable) On Bottom of Compartment	1	
59.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
60.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
61.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
62.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
63.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
64.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage (Keyed Lock)	1	
65.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	1	
66.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 8 Inch Centers On Bottom of Compartment	1	
67.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
68.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
69.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
70.	29" L Steel Tailshelf, Width To Match Body	1	
	Details: -Include six (6) preform holders, three (3) each side, under tailshelf -Tubes to be 4" DIA -Angle up to exterior of body -Ref job 53957761		
71.	3" Fixed Steel Retaining Rail On Sides And Rear Of Tailshelf With Corner Wash-Out	1	
72.	Steel Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible	1	
73.	Smooth Galvanneal Steel Tailshelf	1	
74.	Fully Enclosed Ladder Box, Horizontally Mounted, Steel, Roller At Rear, Retaining Chain, Typically Mounted Flush At Rear Of Body And Overhung Toward Cargo Area	1	
	Details: -132"L x 20"W		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Mounted on streetside compartment tops -Ref job 53957761		
75.	Steel Open Top Storage Bin, Punched Metal Details: -132"L x 20"W x 5"H -Mounted on top of ladder box using B-line	1	
<u>Body and Chassis Accessories</u>			
76.	Set of Safety Chain Eye Bolts	1	
77.	ICC Underride Protection	1	
78.	Driveaway Safety Kit	1	
79.	Rigid Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Buyers PH15 (T-60 Style)	1	
80.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward) Painted Red (FLNA 3711)	1	
81.	Platform Access Step From Body Floor Details: -Include grab handles -Painted Red (FLNA 3711)	1	
82.	Boom Rest for a Telescopic Unit (Located in Cargo Area), Manual Boom Latch	1	
83.	Manual Boom Stow Securing System Installed on Boom Rest	1	
84.	Articulating Arm Rest for a Telescopic Unit	1	
85.	Platform Rest, Rigid with Rubber Tube Platform to be raised approx. 32 inches	1	
86.	Plastic Outrigger Pad, 18" x 18" x 1", With Handle	2	
87.	Outrigger Pad Holder, 20 L x 20 W x 3 H Fits 19.5 x 19.5 x 2 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	2	
88.	Pendulum Retainers for Outrigger Pad Holders	2	
89.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	
90.	Mud Flaps with Altec Logo (Pair)	1	
91.	Triplex Reel, RoboReel, Aircraft Dynamics, Model #5478 Details:	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Install one (1) reel in cargo area, streetside front corner, payout to curbside -Include one (1) four-way roller on curbside compartment top in line with reel -Ship second reel and four-way roller loose		
92.	Harness And Lanyard Option 1 Details: -Buckingham Harness model 6393700-XL -Buckingham Lanyard model 64V114	1	
93.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
94.	Slope Indicator Assembly for Machine with Outrigger	1	
95.	Transformer Holder,28 H Upright with Rod Retainer Mounted on curbside rear corner of tailshelf, facing rear	1	
96.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
<u>Electrical Accessories</u>			
97.	Compartment Lights Wired To Dash Mounted Master Switch	1	
98.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
99.	Strobe Beacon, Amber, LED, With Brush Guard (Tecniq #K10-AAAD-1), Class II (Permit May Be Required) Post mounted front of body, one (1) each side	2	
100.	Strobe Lights Wired Battery Hot	1	
101.	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote (Go-Light #20074) Post mounted front of body, one (1) each side, outboard of strobe beacons	2	
102.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
103.	Altec Backup Camera System, 7 Inch Color LCD Monitor, Heated Infrared Camera With Day/Night Sensor And Audio A. 7 Inch Color LCD Monitor With LED Backlighting And Proximity Indicators B. 2 Inputs With Independent Triggers C. Heated Infrared Camera With Day/Night Sensor And Audio D. Mirror/Normal View E. IP68 Rated F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical) G. 20 Meter Cable Assembly	1	
104.	Install backup camera monitor on the front windshield in lieu of the rearview mirror.	1	
105.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
106.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
107.	Trailer Brake Controller, Electric (Tekonsha Voyager #9030)	1	
108.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
109.	Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1	
110.	Install Secondary Stowage and Remote Start/Stop System in Final Assembly	1	
111.	Install Outrigger Interlock System In Final Assembly	1	
112.	Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)	1	
113.	PTO Indicator Light, Installed In Cab	1	
114.	Additional Electrical Accessory	1	
	Details:		
	-Spartaco 6-Ton Compression Tool		
	-P/N 990605589		
	-Ship loose		
<u>Finishing Details</u>			
115.	Front and Rear Frame Mounted Components and Under Body Mounted Components Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
116.	Powder Coat Unit Altec White	1	
117.	Finish Paint Body Accessories Custom Color (Specify Color Code)	1	
	All grab handles and steps on body painted Red (FLNA 3711)		
118.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
119.	Safety and Instructional Decals English	1	
120.	Vehicle Height Placard Installed In Cab DEPS 002	1	
121.	HVI-22 Hydraulic Oil Placard	1	
122.	Dielectric Test Unit According to ANSI Requirements	1	
123.	Stability Test Unit According to ANSI Requirements	1	
124.	Focus Factory Build	1	
125.	Delivery Of Completed Unit	1	
126.	Inbound Freight	1	
127.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
128.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
<u>Chassis</u>			
129.	Altec Supplied Chassis	1	
130.	Chassis	1	
131.	2026 Model Year	1	
132.	Freightliner M2-106	1	
133.	4x4	1	
134.	Other Clear Cab To Axle Length 88.41"	1	
135.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
136.	Chassis Cab	1	
137.	Dual Rear Wheel	1	
138.	Set Back Axle	1	
139.	Chassis Color - White	1	
140.	Cummins B6.7	1	
141.	Diesel	1	
142.	300 HP Engine Rating	1	
143.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
144.	GVWR 33,000 LBS	1	
145.	14,000 LBS Front GAWR	1	
146.	Spring Suspension	1	
147.	21,000 LBS Rear GAWR	1	
148.	315/80R22.5 Front Tire	1	
149.	11R22.5 Rear Tire	1	
150.	Air Brakes	1	
151.	Park Brake In Rear Wheels	1	
152.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
153.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1	
154.	Freightliner - Clear Frame Rails From Back Of Cab To Front Rear Suspension Bracket (607-001)	1	
155.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	
156.	Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)	1	
157.	Freightliner DEF Pump Mounting (23Y-001)	1	
158.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1	
159.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1	
160.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1	
161.	Other Chassis Code 561-001 - Crossmember Back of Transmission	1	
162.	Freightliner - Pre-Wire Chassis with No Cab Backwall Pass-Thru (33U-011)	1	
163.	No Idle Engine Shut-Down Required	1	
164.	EPA Emissions	1	
165.	No Clean Idle Certification Required	1	
166.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
167.	Other Chassis DEF Tank 23U-001 - 6 Gallon	1	
168.	Chassis Without Front Frame Extensions	1	
169.	Battery Under Cab Left Hand	1	
170.	Air Horn Under Cab	1	
171.	AM/FM Radio	1	
172.	Bluetooth	1	
173.	Air Conditioning	1	
174.	Cruise Control	1	
175.	Tilt Steering Wheel	1	
176.	Driver Controlled Locking Differential	1	
177.	Air Ride Drivers Seat	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
178.	Air Ride Passenger Seat	1	
179.	Other Seat Options	1	
	No rear seat required		
Additional Pricing			
180.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	253,033.00	249,317.00
FET Total		0.00
Total	253,033.00	249,317.00

Altec Industries, Inc.

BY _____

Priced updated by vendor
6/29/2022

Christopher Ryan Wood

Notes:

- 1 Altec will make every effort to honor this quotation. However, if major and irregular cost inflation occurs, price may be reviewed and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.
- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.
- 3 **RECOMMENDED OPTIONS AND ACCESSORIES:** These options are not included in the quote total price.

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Selected options will change the quote total. Any options added after initial order will be re-quoted.

Dakota Steel Body: + \$5,427.00

4 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

8 F.O.B. - Customer Site

9 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

10 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

11 Interest charge of 1/2% per month to be added for late payment.

12 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be

made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

- 13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 14 Any payment made by a credit card may be subject to a surcharge fee.

- 15 Estimated Delivery: 35-38 months after receipt of order PROVIDING:
- A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
 - B. Customer approval drawings are returned by requested date.
 - C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
 - D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 16 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

- 17 This quotation is valid until APR 22,2022. After this date, please contact Altec Industries, Inc. for a possible extension.

- 18 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

- 19 Please direct all questions to Tim Luker at (919) 528-2535



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Yanmar ViO-55 Mini-Excavator
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase a Yanmar ViO-55 mini-excavator to replace a circa 2008 ViO-55. This is a sole-sourced item from Vermeer Southeast, and the cost is \$74,000.00. This is a budgeted expense.
LEGAL:	N/A



Vermeer Southeast Sales & Service, Inc.
1320 Gresham Road
Marietta, Georgia 30062

Meeting: July 7, 2022 Item 10.

QUOTE

Date: June 29, 2022

Sales Rep: Scott Holder

Customer Information:

City of Cartersville - Electric Dept
320 S Erwin St
Cartersville, GA 30120

Contact Name: Greg Sharpton
Phone Number: (678) 247-4014

Picked up at this Vermeer Store Location:
Marietta

Confidence Plus Included **N/A**

Confidence Plus not available for purchased unit(s)

Payment method: Purchase Order

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	<u>New Yanmar ViO55 Excavator</u> <u>Serial #</u> 47 HP Yanmar diesel engine, Eco-Idle, and Auto-Decel Rubber Tracks Maximum Dig Depth: 13'6" Weight: 12,247 lbs Zero-tail swing radius VIPPS Progressive Pump System 2-Way Pattern Control Change Valve Cylinder Covers On All Cylinders Working Lights Suspension Seat Traveling Arm Boom Swing Function High / Low Travel Speeds Hydraulic Quick Coupler Cab Unit with Heat and Air Angle Blade 18" Bucket 2 Year - 2000 Hour Full Warranty Extended to 4 Years / 4000 Hours with Appropriate Service Intervals	\$ 74,000.00	\$ 74,000.00
		SubTotal	\$ 74,000.00
		Tax	EXEMPT
		Total	\$ 74,000.00
		Less Down Payment	
		Balance Due	\$ 74,000.00

THANK YOU FOR YOUR BUSINESS!
 Quotes Valid for 30 Days

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

June 29, 2022



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Plotter for GIS
DEPARTMENT SUMMARY RECOMMENDATION:	The FiberCom Department requests the purchase of a new plotter for GIS. This plotter will be replacing the existing plotter used by GIS which was purchased in March 2014. We recommend the purchase of the plotter from Repro Products for \$9,375.00. The price includes delivery, set-up, training, and a three-year warranty. Your approval is recommended for this item, and it is to be paid from the 2020 SPLOST.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Office 365
DEPARTMENT SUMMARY RECOMMENDATION:	The FiberCom Department requests the purchase of Microsoft Office 365 for all city end users. This will streamline our supported versions of Microsoft Office as well as move our email into the cloud. The total amount is \$62,145.90 from CDWG. This is a budgeted item, and we recommend this purchase for your approval.
LEGAL:	N/A

QUOTE CONFIRMATION



DEAR STEVEN GRIER,

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

Thank you.



ACCOUNT MANAGER NOTES: Adam Bruno
312-705-0710
adabrun@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVPN436	6/24/2022	MS EA - YEAR 1 PAYMENT	11372497	\$62,145.90

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA O365 E3 GCC P USER Mfg. Part#: AAA-11894-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	250	3753337	\$246.11	\$61,527.50
MS EA EXCH ONLINE PLAN P U Mfg. Part#: 3MS-00001-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	16	3083170	\$38.65	\$618.40

PURCHASER BILLING INFO	SUBTOTAL	\$62,145.90
Billing Address: CITY OF CARTERSVILLE ACCTS PAYABLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$62,145.90
	DELIVER TO Shipping Address: CITY OF CARTERSVILLE STEVEN GRIER 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Shipping Method: ELECTRONIC DISTRIBUTION	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Adam Bruno

(877) 325-6613

adabrun@cdwg.com

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

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Meeting: July 7, 2022 Item 12.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Fiber Pathway Installation
DEPARTMENT SUMMARY RECOMMENDATION:	This item is for the construction and installation of a fiber pathway in 5 different locations south of the water treatment plant on Hwy 41. These 5 locations are needed to build fiber to the City of Emerson. The total amount is \$36,910.00 from NCI. This is a budgeted item, and we recommend this for your approval.
LEGAL:	N/A



June 07, 2022

Gatlin Pruitt
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120

Re:

Dear Mr. Pruitt,
Thank you for giving Network Cabling Infrastructures the opportunity to provide you with an **estimated** proposal for the new conduit pathway and fiber required for **Emerson, Ga.** The following proposal is based on the site visit performed on **Date**. Please take the time to review the below scope of work and feel free to contact me if you have any questions or concerns.

SCOPE OF WORK

Outside Plant:

- **Bore 1 (465') of (2) 1-1/4" HDPE between HH1 and HH2**
- **Bore 2 (445') of (2) 1-1/4" HDPE between HH2 to 500 Joe Frank Harris Utility Pole**
- **Bore 3 (835') of (2) 1-1/4" HDPE between HH2 and HH3**
- **Bore 4 (300') of (2) 1-1/4" HDPE between Monroe Crossing Utility Pole to ROW of HWY 41**
- **Bore 5 (600') of (2) 1-1/4" HDPE between Utility poles on HWY 41 Crossing Underneath the Red Top Mountain Bridge**

Fiber splicing:

- Will be performed by City of Cartersville

Permitting:

- All City, County, and State permits shall be obtained and provided by the City of Cartersville.
- **Safety Standards:**

All NCI (Network Cabling Infrastructures, Inc.) on-site technicians shall be aware of, and strictly adhere to any and all safety requirements mandated by OSHA, General Contractor and any applicable governmental agency.

Rock Adders:

- Directional Drill w/Rock Head = \$30.00 per foot**
- Directional Drill w/Rock Hammer @ 10,000 PSI = 120.00 per foot**
- Rock excavation via open trench \$18.00 per foot**
- Rock excavation via open trench w/Rock Hammer = \$35.00 per foot**

Assumption

1. Overtime is included in this bid.
2. Technicians will have free access to required work areas.
3. Engineered drawings and right of way boundaries will be provided by the City of Cartersville.
4. All rock adder charges, change orders, or additional work shall be discussed, and an agreement shall be signed before proceeding or invoicing. All rock adders are in addition to the agreed-on price.

<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Unit Cost</u>	<u>Unit</u>	<u>Total</u>
Install (2) 1-1/4" HDPE	\$0	\$11.00	\$11.00	2,045'	\$22,495.00
Install (2) 1-1/4" HDPE	\$0	\$13.00	\$13.00	600'	\$7,800.00
#12 Tracer Wire	\$0	\$.10	\$0	4,000'	\$400
Installing Fiber	\$0	\$.75	\$0	4,500'	\$3,375.00
Install HH	\$0	\$450.00	\$0	5	\$2,250.00
Intercept and Install HH	\$0	\$500.00	\$0	1	\$500.00
Test Station / Marker Pole	\$0	\$30.00	\$0	3	\$90.00
Estimated Total:	N/A	N/A	N/A	N/A	\$36,910.00

NCI would like to thank you for this great opportunity,

Sincerely,
Logan

Logan Ghorley
Project Manager
NCI (Network Cabling Infrastructures, LLC.)
phone 770-495-0798 x 530
fax 770-495-6220

email: logan.ghorley@ncicabling.com

Signature

Title

Print Name

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	WTP Process Air Compressor
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The water treatment plant sludge collection and management process uses continuously pressurized air headers and valves. The current air compressor installed for this purpose is inoperable and in need of replacement. We are currently using smaller, temporary compressors for this work.</p> <p>Quotes were solicited from three vendors. The low bid is for \$9,640.00 from Ingersoll Rand. This compressor meets specifications, is available in 4-5 weeks, which is acceptable, and offers a one-year warranty.</p> <p>I recommend purchasing this compressor from Ingersoll Rand for \$9,640.00. This is a budgeted expense to be paid from account 505.3310.52.2361.</p>
LEGAL:	N/A



Barron Green & WATER DEPT

Quote Reference # CTS-66537

Quote Valid until 07/06/2022

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PROPOSAL

Quote Reference# CTS-66537

Quote Prepared on 06/06/2022 | Valid until 07/06/2022

Barron Green

WATER DEPT
100 WALNUT GROVE RD SE
CARTERSVILLE GA 30120
Email: bgreen@cityofcartersville.org
Ph: 678-247-4049

Brianna Crawford

Ingersoll-Rand Industrial US Inc
6135 Northbelt Drive
Norcross GA 30071
Email: brianna.crawford@irco.com
Ph: 470-559-8416



*Your Trusted Partner in
Compressed Air*

Ingersoll Rand
Compression Technologies and Services
Equipment | Services | Rental | Install |
(704) 655-4000 Serving the North America Region

IngersollRandCompressor.com



Follow us on social media! #IRCompressors

Barron Green
Manager
100 WALNUT GROVE RD SE
CARTERSVILLE , GA 30120

Dear Barron Green,

Thank you for allowing Ingersoll Rand the opportunity to quote your compressed air system. For 150 years, Ingersoll Rand has provided products, services and solutions that increase our customer's productivity and efficiency. Ingersoll Rand continues to inspire progress by driving innovation with revolutionary technology - creating new standards for how the world gets work done. Backed by our engineering excellence, we develop rugged, reliable, industry-leading compressor technologies and service programs to keep your business moving.

We trust this proposal will meet your business' specifications and look forward to working with you further on this project.

Sincerely,
Brianna Crawford
Account Manager

Brianna Crawford
470-559-8416
brianna.crawford@irco.com

WATER DEPT
Quote Reference
#CTS-66537

Value Duplex Package, 2545V Bare, 120H Tank, 230/3/60 175 PSIG, Auto Start & Stop, 10HP Recip Compressor

For heavy shop or industrial use, this electric-driven, two-stage air compressor provides reliable performance ideal for automotive service, body shops, fleet maintenance, machine shops, car washes, manufacturing, wood working, farming and more.

- Long-Life: Durable cast iron construction, long-lasting extended pump life designed for over 15,000 hours of trouble-free use
- Maximum Power and Flexibility: 100% continuous duty, 10 or 15 hp two-stage air compressor, 175 psig maximum operating pressure and an 80 or 120 gallon ASME receiver tank provide plenty of punch for the most demanding applications
- Easy to Service: Individually cast cylinders, overhung crankshaft and one piece connecting rod simplifies maintenance and service.
- Reliable Operation: All Season Select synthetic lubricant increases efficiency; with 2,000 hours of service between change outs, it performs four times longer than petroleum-based lubricants. Two-Year Warranty available.
- Available Packages: Value-100% cast iron pump, ASME receiver tank, ODP motor, magnetic motor starter, automatic start/stop control, pressure switch, manual drain. Premium-Value Package with upgraded electric drain, air-cooled aftercooler, low oil switch.



Representative image may not represent quoted product configuration.

Technical Information									
Rated Pressure		Nominal Power		Capacity (FAD)		Dimensions (Length x Width x Height)		Weight (Air-cooled)	
bar g	psig	kW	hp	m3 / min	cfm	mm	in	kg	lb
12	175	7.5	10.0	1.98	70.0	2108.2 mm, 914.4 mm, 1651.0 mm	83.0 in, in, 65.0 in	587.1	1291.62

Brianna Crawford
470-559-8416
brianna.crawford@irco.com

WATER DEPT
Quote Reference
#CTS-66537

Investment Summary for WATER DEPT (06-06-2022)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	FULLY PACKAGED 10HP TWO STAGE T30 RECIPROCATING	1	\$9,640.00	\$9,640.00
	Included Component			
	Value Duplex Package, 2545V Bare, 120H Tank, 230/3/60 175 PSIG, Auto Start & Stop, 10HP Recip Compressor	1	\$8,893.40	\$8,893.40
	Start-up Kit	1	\$177.30	\$177.30
	Duplex 120 / 240 Gallon Package Installation Kit	1	\$569.30	\$569.30

Product/Service Quote Amount	\$9,640.00
Upgrade Option(s) Amount	--
Freight Amount	PPA
Total Quote Amount	\$9,640.00

Brianna Crawford
 470-559-8416
 brianna.crawford@irco.com

WATER DEPT
 Quote Reference
 #CTS-66537

General Terms

Lead Time:	4-5 Weeks	Pricing and availability is subject to change without notice. Upon submission of your order, please include the following information: payment terms, preferred payment method, purchase order number, tax status (if exempt please include a copy of your tax exemption certificate with your order).
Payment Terms:	1%30N45	
FOB:	EX WORKS	For US, please remit all payments to Ingersoll Rand, 15768 Collections Center Drive, Chicago, IL, 60693. For Canada, please remit all payments to IR Canada Sales & Service ULC, C/O T10223C PO Box 4918 STN A, Toronto, ONTARIO M5W 0C9, Canada. Also, please be aware that Ingersoll Rand accepts payment via credit card, and EFT.
Freight Terms:	Prepay & Add	

Progress Payments apply to orders exceeding \$100,000 USD. Standard progress payment terms are 30% at order acceptance, 30% at Eight (8) weeks after purchase order, and 40% upon shipment.

Brianna Crawford
 470-559-8416
 brianna.crawford@irco.com

WATER DEPT
 Quote Reference
 #CTS-66537

Closing Comments

Brianna Crawford
470-559-8416
brianna.crawford@irco.com

WATER DEPT
Quote Reference #CTS-
66537



Purchase Order Acknowledgement

Date: 06/06/2022

SHIP TO SITE INFORMATION		BILLING INFORMATION	
Company Name:	<u>WATER DEPT</u>	Company Name:	<u>Northern Tool & Equipment Company, Inc.</u>
Business Address:	<u>100 WALNUT GROVE RD SE</u>	Business Address:	<u>PO BOX 1219</u>
City, ST, Zip:	<u>CARTERSVILLE, GA, 30120</u>	City, ST, Zip:	<u>BURNSVILLE, MN, 55337</u>
Site Contact:	<u>Barron Green</u>	Business Phone:	<u>6782474049</u>
Business Phone:	<u>6782474049</u>	Business E-mail:	<u>bgreen@cityofcartersville.org</u>
Business E-mail:	<u>bgreen@cityofcartersville.org</u>	Payment Terms:	<u>1%30N45</u>
PO Number:		Total PO Amt:	<u>\$9,640.00</u>

Siebel Order #: _____
 Oracle Order #: _____

 (For office use only)

Progress Payments (if required):
 30% at order acceptance (IR Standard Milestone Payments)
 30% at Eight Weeks After PO
 40% on Shipment

Thank you for your order. In an effort to process your order as quickly as possible please review the Shipping & Billing information noted above, and the scope of supply shown below, to verify the information is correct. Please initial all Scope of Supply worksheet page(s).

Priority: _____
 Shipping Method: FEDEX-Truck-Ground
 FOB Point: EX WORKS
 Freight Terms: Prepay & Add
 Shipping Instructions: _____

The sale of our equipment is governed solely by the Standard Terms & Conditions of Sale 3.17 and Form 3814; copies of which are attached hereto. Notwithstanding any objection in advance, we will proceed on the basis that such terms and conditions will govern this transaction, excluding any revised, additional, or conflicting terms and conditions submitted with your purchase order form.

Authorized Signature: _____ Date: _____
 Printed Name: _____ PO Number: _____
 Company/Title: _____

Please send completed form to:
 IR Rep: Brianna Crawford
 Phone: 470-559-8416
 Email: brianna.crawford@irco.com

Brianna Crawford
 470-559-8416
 brianna.crawford@irco.com

WATER DEPT
 Quote Reference
 #CTS-66537



SCOPE OF SUPPLY WORKSHEET

Line Number	Quantity	Part Number	Description	Unit Price	Extended Price
1.0	1	FP10HPNG	FULLY PACKAGED 10HP TWO STAGE T30 RECIPROCATING	\$9,640.00	\$9,640.00
				Subtotal: Scope of Supply	\$9,640.00
				ORDER TOTAL	\$9,640.00

Additional Order Comments:

Customer Initials : _____

Brianna Crawford
470-559-8416
brianna.crawford@irco.com

WATER DEPT
Quote Reference
#CTS-66537

STANDARD TERMS AND CONDITIONS OF SALE INDUSTRIAL TECHNOLOGIES AND SERVICES

1. **General** Any written or oral order received from Buyer by Ingersoll-Rand Industrial, U.S., Inc., ("Company") is governed by the Standard Terms and Conditions of Sale outlined herein ("Terms"). COMPANY'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS. Company rejects any terms and conditions inconsistent with these Terms and to any other terms proposed by Buyer in accepting Company's proposal. No agreement, oral or written, in any way claiming to modify these Terms and Conditions will be binding on Company unless agreed to in writing by an authorized representative of Company.
2. **Taxes** Prices do not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately. Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company.
3. **Title and Risk of Loss** Title and risk of loss or damage to equipment will pass to Buyer upon tender of delivery FOB Company facility, except that Buyer grants Company a lien on and a purchase money security interest in and to all of the right, title, and interest of Buyer in the equipment purchased hereunder until full payment has been made.
4. **Credit Terms**
 - a. **Payment.** Buyer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.
 - b. **Invoice Disputes.** Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
 - c. **Late Payments.** On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.
 - d. **Acceleration.** Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.
 - e. **No Partial Payments.** Buyer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
 - f. **Sufficient Funds.** Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.
 - g. **Right to Set Off.** Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.
5. **Financial Condition of Buyer**
 - a. **Receipt of Goods While Insolvent** In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in §2- 702 of the Uniform Commercial Code, United-States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
 - b. **Withdraw of Credit Approval** Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
 - c. **Material Adverse Change in Financial Condition** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the Obligations has become impaired.
 - d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.
 - e. **Disclosure of Buyer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.
6. **Delivery** Company will deliver goods within a reasonable time after receipt of Buyer's order and in no event will delivery dates be construed as falling within the meaning of "time is of the essence."
7. **Force Majeure** Company will not be liable for any loss or damage due to delays arising from causes beyond the reasonable control of Company, including but not limited to any acts of God, fire, flood, earthquake or explosion, strikes or other labor difficulties, wars, riots, terrorist threats, national emergencies, or acts of governments. In such events, Company will have additional time within which to deliver or perform as may be reasonably necessary under the circumstances. If Buyer requires drawings, procedures, standards or similar material for approval, delivery schedules will be calculated from the time such approvals are received by Company. Any hold points, witness points, or Buyer inspection requirements must be identified by Buyer at the time of quotation and/or order placement. Additional inspection or testing required by Buyer will extend delivery dates accordingly.
8. **Storage Fee** If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Company is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Company reserves the right to postpone or to discontinue work. In such event, Company may charge Buyer an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Company.

Brianna Crawford
470-559-8416
brianna.crawford@irco.com

WATER DEPT
Quote Reference
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9. **Warranty** Company warrants, to purchasers from a Company authorized seller (each a "Buyer"), that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs, except for the Airend of new oil-flooded rotary screw air compressors, which is for the duration as detailed in the 5 Year Airend Parts Warranty below; for parts and services, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation costs if not installed by Company (each a "Warranty Period"). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Company.
5 Year Airend Parts Warranty: Company Warrants, to a Buyer, that the Airend, as defined below, of new oil-flooded rotary screw air compressors manufactured by Company, will be free from defects in material and workmanship for a period of five (5) years from the date of initial operation not to exceed sixty-six (66) months from shipment, whichever occurs first.

10. **Order Cancellation** If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out of pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses. The percentage is based on the proportion of time which has elapsed from the date the order is placed to the originally scheduled shipment date as follows:

Percent of time elapsed from PO date to scheduled ship date	Cancellation fee % of PO Value
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

11. **Compliance with Laws** Company will comply with all applicable laws and regulations in effect in the location of manufacture on the date an order is placed. Compliance with any local governmental laws or regulations relating to location, use, or operation of the equipment, or its use in conjunction with other equipment, will be the sole responsibility of Buyer. Equipment purchased hereunder is produced in accordance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

12. **Data Privacy** Buyer understands and agrees that certain of the Products include technology that allows Company to collect technical and product-related information regarding such Products and to conduct remote diagnostics testing of such Products. This technology allows Company to better serve and assist Buyer in the event such Products need to be repaired, and to maintain and improve the Products. Buyer agrees to grant and hereby grants Company a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected and processed by the technology for Company's business purposes, including analysis, research, and development. In addition, Company may share such information with its affiliates, subsidiaries, and service providers; and with third parties but only in an aggregate, de-identified format, with third parties for research, statistical and business purposes unless otherwise agreed to or in accordance with the applicable privacy policy. To the extent that Company receives any individually identifiable personal information regarding Buyer from such technology, Company's policy is to protect the confidentiality of such information, and to prohibit the unlawful disclosure of Buyer's personal information to third parties. Company will take reasonable steps to insure the safety of Buyer's personal information.

13. **Export Control** Buyer agrees not to disclose or export, either directly or indirectly, any Company technology or information, or the direct product thereof, to any destination or person if such disclosure or export is prohibited by U.S. laws and regulations. In particular, Buyer will not use and will not permit any third party to use Company technology or information in connection with the design, production, use or storage of chemical, biological or nuclear weapons or missiles of any kind. This paragraph will survive the termination of this contract.

14. **Patent Indemnity** Company will defend Buyer against any proceeding based upon a claim that the equipment manufactured by Company infringes any U.S. patent, provided that Company is promptly notified in writing and given authority, information, and assistance for defense of the same. If any claim materially interferes with Buyer's use of the equipment, Company will, at its option, procure for Buyer the right to continue to use such equipment, modify it so that it becomes non-infringing, replace it with non-infringing equipment, or will remove the equipment and refund the purchase price. Company does not accept any liability whatsoever in respect to patents claiming more than the equipment furnished hereunder or claiming methods or processes to be carried out with the aid of such equipment. The foregoing states the entire liability of Company with regard to patent infringement.

15. **Limitation of Liability** THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF COMPANY WITH RESPECT TO THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT, PART OR SERVICE THAT IS THE BASIS FOR THE CLAIM. IN NO EVENT WILL COMPANY BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST, OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, PART OR SERVICE HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OR OTHERWISE.

16. **Assignment** Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.

17. **No Waiver** No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof.

18. **Governing Law** The rights and obligations of the parties will be governed by the laws of the State of North Carolina excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.

19. **No Reference Required** Buyer and Company agree that each order shall constitute a separate contract, the performance of which will be governed exclusively by these Terms. This Agreement shall govern an order regardless of whether or not this document is attached to or referenced in the order. Excluded from applicability to an order include, but are not limited to: (i) any other terms and conditions contained in the order, including terms contained on the reverse side of the order; (ii) any reference in an order to Buyer's Internet site for terms and conditions; (iii) any reference in an order to any other agreement, document or terms unless agreed to in writing by the Parties. In the event of a conflict between any terms and conditions of an order (except (iii) above), Terms shall prevail and govern the order.

Brianna Crawford
 470-559-8416
 brianna.crawford@irco.com

WATER DEPT
 Quote Reference
 #CTS-66537



CHAMPION DUPLEX AIR COMPRESSOR MODEL HR15DF-25

★ REVIEWS

15,282.90



As low as **\$316/mo** for **60** months [Details](#) Apply Now

Part No: HR15DF-25

Lift Gate

- No, I can get it off the truck.
- Yes, I need it lift gated [\$150.00]

Quantity

- 1 +

Add to Cart

Free Shipping

Ground Shipping to Lower 48 States
Alaska, Hawaii, & any/all US territories & international orders are excluded.

Related Categories: [Air Compressor >](#) [Champion >](#)

Champion R-Series Compressors are loaded with features designed for day-in, day-out performance. Loaded with rugged features, these compressors deliver high performance and tremendous value. This compressor pump comes with a 5-year pro-rated warranty. As a result, R-series compressors offer long, trouble-free service with unbridled operating efficiency.

- 1 ½ - 35 hp
- Up to 175 psig
- 9.7 - 202 acfm at 175 psig on electric driven units
- Gas and diesel engine drive models available
- Tank or Base Mounted, Simplex & Duplex Models

- Single & Two Stage Splash-Lubricated Pumps
- Pro-rated 5-Year Warranty on Pump
- Factory filled with ChampLub lubricant

★ REVIEWS

Specs:

Model: HR15DF-25

Motor HP: 15 (2)

Tank Cap Gal.: 250

Pump Comp Model: R-30D

PL-Series CBDPLA: HPL15DF-25

Pump Comp Model: PL-30A

L x W x H Dimensions Inches: 86½ x 29 x 57

Approx. Ship Wt. lbs.: 1860

138 PSI Rating* RPM: 1045

138 PSI Rating* CFM Displ.: 121.8

138 PSI Rating* CFM Del'y: 100.4

188 PSI Rating* RPM: 1045

188 PSI Rating* CFM Displ.: 127

188 PSI Rating* CFM Del'y: 98

263 PSI Rating* RPM: 900

263 PSI Rating* CFM Displ.: 105

263 PSI Rating* CFM Del'y: 85.2

WARRANTY:

- 1 year parts
- 1 year labor
- 3 year Compressor Pump (Defect in material and workmanship)

BUY TOGETHER AND SAVE!

Total price: **\$4,271.72**

 Add To Cart

+

★ REVIEWS

- Belaire Two Stage Air Compressor Model 338HL 208V ▾ **\$2,327.60**
- Belaire Two Stage Air Compressor Model 338V 208V ▾ **\$1,944.12**

OTHER POPULAR ITEMS:



MP-13030HWG

Mega 3-n-1 Air Compressor, Generator, Welder Unit - MP-13030HWG



COMPRESSORWORLD.COM

Compressed Air, Vacuum Systems & Related Accessories

Estimate

Date	Estimate #
6/7/22	79110

Customer

City of Cartersville
 10 N. Public Square
 Cartersville, GA 30120

Compressor World, LLC
 31 Schoosett St. Unit 400
 Pembroke, MA 02359, USA

Direct: 508-507-8346
Toll free: 866-778-6572 x 102

Quoted by: Matt Murphy
murphy@compressorworld.com

Terms:

Item	Description	Qty	Cost	Total
OTD1514-F-2	Powerex 10 HP (5HP x 2) Duplex Oil-less Piston Air Compressor mounted on 120-Gallon Tank. 208v 1-Phase Includes Alternating Control Panel and Electric Tank Drain 36.4-CFM @ 100 PSI Freight Included 3-4 Weeks ARO *Sales Tax is Additional if Applicable	1	16,327.00	16,327.00

	Total	\$16,327.00
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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Digester Gearbox Rebuild
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Two of the eleven 150 HP aeration basin gearboxes removed from service during the recent plant upgrade were kept as spares for the digesters, which still have eight of the same gearboxes in service.</p> <p>This spare gearbox needs seals and bearings replaced, and shafts and gears refurbished in order to be a ready replacement on a digester.</p> <p>Quotes were solicited for this work, with one quote received from Cole Technology for \$54,778.04, with a 24-week lead time. For comparison, a new replacement gearbox would cost \$145,000.00 and take 46 weeks to deliver.</p> <p>I recommend awarding Cole Technology this work for \$54,778.04. This is a budgeted item to be paid from account 505.3330.52.2361.</p>
LEGAL:	N/A



Mailing Address
3980 MLK Jr. Dr.
Atlanta, GA 30336

Shipping Address
3795 Wendell Dr.
Atlanta, GA 30336

Ph: 404-691-9119

Meeting: July 7, 2022 Item 15.

Attn	cc
BART SEARS	
Phone:	Fax:

QUOTE NUMBER
1RMGQ11172
Job Number
1RMG11426

Customer Information

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120

Ship To Information

CITY OF CARTERSVILLE WATER DEPT
148 WALNUT GROVE ROAD
CARTERSVILLE, GA 30120

Quote Date:	6/3/2022
Customer ID:	100534
Quoted By:	Kyle Bergbauer
RFQ #:	
Salesperson:	Randy Hutcheson
Terms:	Net 30

Nameplate Information

Ship Via: OUR TRUCK

ID	220381
Gear Box-Make	Flender
Gear Box-Model	XSBN400
Gear Box-Serial #	D43-012-108-1-6
Ratio	62.271:1

Input RPM	1780
Output RPM	28.58
Type	XSBN400
Service Rating HP	150
Rating	420 HP

Reason For Work: Evaluate and quote repairs of Flender XSBN400 gearbox

Required Work: Disassemble, teardown and inspection
 Steam clean all components
 Perform mechanical inspection
 Engineering measurement & checkout of all shafts and bores
 Furnish and install Output Seal Sleeves
 Furnish and install Low Speed Pinion
 Furnish and install Gear Wheel
 Furnish and install 2 Heaters
 Furnish and install Input Shaft
 Furnish and install Oil Pump
 Furnish and replace all bearings
 Furnish and replace bearing caps
 Furnish and replace all oil seals
 Furnish and replace gaskets
 Furnish and replace all shims
 Replace any needed hardware (i.e. nuts, bolts, washers)
 Coat interior of gearbox with epoxy paint
 Reassemble to factory specifications and torque to proper specifications
 Re-shim bearings to proper specifications
 Test run and Quality Control of unit for 4 hours - record vibration and temperature readings
 Prime and Paint box exterior
 Prepare for shipment or pick up

	Pick Up On	Lead Time	Total Price
Work Based on Straight Time:		24 WEEKS	\$54,778.04

Replacement Unit(s)	Lead Time	Total Price
	46 WEEKS	145,000.00

SIGNATURE: _____

DATE: _____

QF20.0-1 Rev. 2

PRINT NAME: _____

PO# (If not yet issued) _____



Mailing Address
3980 MLK Jr. Dr.
Atlanta, GA 30336

Shipping Address
3795 Wendell Dr.
Atlanta, GA 30336

Ph: 404-691-9119

Meeting: July 7, 2022 Item 15.

Attn	cc
BART SEARS	
Phone:	Fax:

Quote Number
1RMGQ11172
Job Number
1RMG11426

Customer Information

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120

Ship To Information

CITY OF CARTERSVILLE WATER DEPT
148 WALNUT GROVE ROAD
CARTERSVILLE, GA 30120

Quote Date:	6/3/2022
Customer ID:	100534
Quoted By:	Kyle Bergbauer
RFQ #:	
Salesperson:	Randy Hutcheson
Terms:	Net 30

XSBN400

SIGNATURE: _____

DATE: _____

QF20.0-1 Rev. 2

PRINT NAME: _____

PO# (If not yet issued) _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	WPCP Instrument Service
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The recent upgrades at the water pollution control plant include a significant increase in the number and sophistication of installed analytical and control instrumentation. These instruments are necessary for the increased level of process monitoring and quality control mandated by our discharge permit.</p> <p>In order to maintain these instruments, we've asked the equipment manufacturer, Hach, for an annual calibration and service quote. The quote includes calibration, any necessary repairs, and preventative maintenance for both in-line and bench-top instrumentation.</p> <p>We recommend your approval of Hach's service quote of \$15,663.45. They are a sole source provider for this equipment. This is a budgeted expense to be paid from 505.3330.52.2361.</p>
LEGAL:	N/A



Quotation

Quote Number: 100742779v2
 Use quote number at time of order to ensure that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 21-Feb-2022

Quote Expiration: 22-Mar-2022

CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120-1390

Name: Bart Sears
 Phone: (678) 247-4069
 Email: bsears@cityofcartersville.org

Customer Account Number : 033400

Sales Contact: Kathleen Boyer Email: kathleen.boyer@hach.com Phone: 470-538-0357

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
Cartersville Equipment					
1	FSPSC200	Field Service Partnership, SC200, 1 Service/Year. Hach's Field Service Partnership provides full coverage for on-site repairs and preventative maintenance, calibration, and certification services according to your equipment's specific maintenance requirements. As a Partnership customer, your repairs will be put into priority status. You'll also have access to unlimited technical support with an exclusive toll-free number that puts you at the front of the call queue. For S/N: 1911C0187344, 1911C0206369, 1912C0187608, 1911C0206309, 1910C0184832, 1910C0184825, 1911C0187286, 1911C0206365, 1911C0188466, 1911C0187338.	10	273.60	2,736.00
2	F SPLDO2	Field Service Partnership with Sensor Replacement, LDO Model 2, 1 Service/Year. Hach's Field Service Partnership provides full coverage for preventative maintenance, calibration, and certification services, as well as probe replacement. As a Partnership customer, you'll have access to unlimited, priority technical support with an exclusive toll-free number that puts you at the front of the call queue. For S/N: 193630000031, 193640000015, 193570000001, 193630000037, 200290000014, 200130000045, 200290000010, 193630000040, 193630000022,	10	410.40	4,104.00

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
		193640000003.			
3	HACH PM EVAL 1VISIT	Instruments added to a service agreement must be evaluated to ensure they are within factory specifications. Any required repairs found on the initial evaluation beyond preventative maintenance may be subject to additional charges. Charges will be waived up to one major repair given the instrument being repaired is placed under contract for a minimum of 2 years.	1	0.00	0.00
4	BSPPLUSDR3900	The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. ***SN TBD - from PO 3448	1	1,004.00	1,004.00
				Subtotal	\$ 7,844.00

Meeting: July 7, 2022 Item 16.

MR Systems Project					
5	FSPPHOSPHAXSC	Field Service Partnership, Phosphax sc, 2 Services/Year. Hach's Field Service Partnership provides full coverage for on-site repairs and preventative maintenance, calibration, and certification services according to your equipment's specific maintenance requirements. As a Partnership customer, your repairs will be put into priority status. You'll also have access to unlimited technical support with an exclusive toll-free number that puts you at the front of the call queue. For S/N: 1962536	1	2,712.25	2,712.25
6	FSPFILTRAX	Field Service Partnership, Filtrax, 4 Services/Year. Hach's Field Service Partnership provides full coverage for on-site repairs and preventative maintenance, calibration, and certification services according to your equipment's specific maintenance requirements. As a Partnership customer, your repairs will be put into priority status. You'll also have access to unlimited technical support with an exclusive toll-free number that puts you at the front of the call queue. For S/N: 1853066	1	3,551.10	3,551.10
7	FSPSC1000	Field Service Partnership, SC1000, 1 Service/Year. Hach's Field Service Partnership provides full coverage for on-site repairs and preventative maintenance, calibration, and certification services according to your equipment's specific maintenance requirements. As a Partnership customer, your repairs will be put into priority status. You'll also have access to unlimited technical support with an exclusive toll-free number that puts you at the front of the call queue. For S/N: 1971263	1	284.05	284.05
8	FSPCL17SC	Field Service Partnership, CL17sc, 2 Services/Year. Hach's Field Service Partnership for the CL17sc provides full coverage for on-site repairs and two annual preventative maintenance, calibration, and certification services. As a Partnership customer, your repairs will be put into priority status. You'll also have access to unlimited technical support with an exclusive number that puts you at the front of the call queue. For S/N: 200430010946	1	998.45	998.45
9	FSPSC200	Field Service Partnership, SC200, 1 Service/Year. Hach's Field Service Partnership provides full coverage for on-site repairs and preventative maintenance, calibration, and certification services according to your equipment's specific maintenance requirements. As a Partnership customer, your repairs will be put into priority status. You'll also have access to unlimited technical support with an exclusive toll-free number that puts you at the front of the call queue. For S/N: 1912C0188016	1	273.60	273.60
10	HACH PM EVAL 1VISIT	Instruments added to a service agreement must be evaluated to ensure they are within factory specifications. Any required repairs found on the initial evaluation beyond preventative maintenance may be subject to additional charges. Charges will be waived up to one major repair given the instrument being repaired is placed under contract for a minimum of 2 years.	1	0.00	0.00
				Subtotal	\$ 7,819.45
				Grand Total	\$ 15,663.45

NOTES

Hach Service Partnerships are paid upfront. Invoices are due and payable NET 30 DAYS from date of activation per our Hach Terms and Conditions.

ALL CUSTOMER PURCHASE ORDERS MUST REFERENCE HACH QUOTE NUMBERS TO ENSURE TIMELY AND ACCURATE PROCESSING.

TERMS OF SALE

Meeting: July 7, 2022 Item 16.

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.
• Complete Billing address.
• Complete Shipping address.
• Part numbers and quantities of items being ordered.
• Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.
• Pricing
• Purchase Order Number
• Freight terms and INCO term FOB Origin or FCA Shipping Point
• Required delivery date
• Vendor name should specify "Hach Company" with the Loveland address:
o Hach, PO Box 389, Loveland, CO 80539
• Credit terms of payment. Default payment terms are Net 30.
• Indicate if order needs to ship complete or if it can ship partial.
• Tax status
• Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase

Sales Contact:
Name: Kathleen Boyer
Title: Regional Sales Manager
Phone: 470-538-0357
Email: kathleen.boyer@hach.com



HACH COMPANY

Headquarters
 P.O. Box 389
 5600 Lindbergh Drive
 Loveland, CO 80539-0389

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
 Phone: 800-227-4224
 Fax: 970-669-2932
 E-Mail: orders@hach.com
 quotes@hach.com
 techhelp@hach.com

Export
 Phone: 970-669-3050
 Fax: 970-461-3939
 Email: intl@hach.com

Meeting: July 7, 2022 Item 16.
 2207 Collections Center Drive
 Chicago, IL 60693

Wire Transfers
 Bank of America
 231 S. LaSalle St.
 Chicago, IL 60604
 Account: 8765602385
 Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

<p>Hach Service</p> <p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p>Pick&Ship™</p> <p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p>Technical Support</p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>
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ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<p>Safe & Fast Delivery</p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p>Save Time – Less Hassle</p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<p>Save Money</p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴ Handling Fee Effective 4/11/2020
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach’s compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach’s prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach’s Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer’s customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach’s obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach’s acceptance of Buyer’s order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

- CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 19, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Construction Manager at Risk (CMAR) for the Water Department Administrative Complex
DEPARTMENT SUMMARY RECOMMENDATION:	This is the professional services agreement between the City and Reeves Young to perform CMAR services needed for the Water Department Administrative Complex.
LEGAL:	Reviewed by Archer & Lovell

**Exhibit B
PROPOSAL FEE SCHEDULE**

(Submit Proposal Fee Schedule in Separate Sealed Envelope)

1. CMAR'S FEE:

Basis of Fee. The CMAR's fee is the amount agreed to by both parties, which is the full amount of compensation due to the CMAR as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the CMAR performs all the requirements of the Contract Documents within the time limits established.

A. PRE-CONSTRUCTION FEE:

Pre-Construction Fee		\$22,950.00
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B. CONSTRUCTION FEE:

Construction Fee. Construction Fee shall be expressed as a percentage (%) of the Cost of the Work and Overhead Costs and Expenses.

Construction Fee		2.85%
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2. CMAR'S OVERHEAD COSTS AND EXPENSES (Construction Phase Services):

A. CONSTRUCTION COSTS

The CMAR's Overhead Costs. The maximum amount for the CMAR's overhead cost is inclusive of all direct and incidental expenses including but not limited to travel, sustenance, reproduction, salaries, wages, design and field office expenses, and those costs listed in the General Requirements. If authorized by the Owner to proceed with Construction Phase Services, the CMAR will execute the work and be reimbursed for the actual costs as defined in the Contract Documents. The Maximum Overhead and Direct Expenses is inclusive of all incidental and direct expenses including but not limited to: travel, sustenance, reproduction, salaries, wages, design and field office expense, bonds, insurance and those costs listed in the Contract Documents and as correctly depicted in attached Detailed Itemization.

		TOTAL
Maximum Labor Costs	(Detailed Itemization Must Include a Breakdown of Salary and Labor Burden)	\$264,000.00
Maximum Other Overhead Costs and Expenses	(All Other Proposed Construction Overhead Costs Not Reflected Above)	\$164,830.00
MAXIMUM AMOUNT FOR CONSRUCTION LABOR, OVERHEAD COSTS AND EXPENSES		\$428,830.00

PROPOSAL FEE SCHEDULE

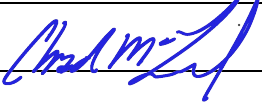
(Submit Proposal Fee Schedule in Separate Sealed Envelope)

Important – Proposers must attach detailed itemization of Proposed Project Costs and Fees, and any exceptions to the items requested above to the CMAR Fee Proposal Form in same sealed envelope. Proposers shall use itemization format (of their choosing), which fully delineates specific costs, expenses and fees for Construction phases, and is descriptive of all cost detail including but not limited to cost of work, in-construction services, overhead, work by others, and insurance and taxes.

Legal Business Name Reeves Young, LLC

Federal Tax ID 46-4674821

Address 45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

Representative Signature  Printed Name Chad McLeod

Telephone Number 770.271.1159 Fax Number 770.271.5658

E-mail address cmcleod@reevesyoung.com

City of Cartersville - Water Department Administrative Complex

Itemized Breakdown - Fees are based on 9 month Preconstruction & Construction Duration with Project Budget of \$6,000,000

Preconstruction Fees			
Total Costs from Below	\$22,950.00	0.00%	Total Precon Fee

Construction Fees	\$171,000.00	2.85%	Total Construction Fee
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Preconstruction Labor/ Burden

Precon Manager Salary	\$7,812.00
Precon Manager Burden	\$4,788.00
Estimator Salary	\$5,952.00
Estimator Burden	\$3,648.00

Preconstruction Costs/ Expenses

Reprographics	\$500.00
Travel	\$250.00

Maximum Amount Precon	\$22,950.00
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Construction Labor/ Burden

Project Manager	\$79,360.00
Project Manager Burden	\$48,640.00
Superintendent	\$84,320.00
Superintendent Burden	\$51,680.00

Construction Costs/ Expenses

Temporary Office	\$17,200.00
Temp Toilets	\$9,450.00
Computer Software	\$8,800.00
Temp Power	\$4,000.00
Phone/ Internet	\$1,125.00
Office Supplies	\$900.00
Reprographics	\$1,300.00
Misc Tools & Expenses	\$2,700.00
Safety Materials	\$900.00
Safety Audits	\$1,980.00
Storage	\$675.00

Insurances

WC & GL	\$54,000.00
Builder's Risk	\$9,000.00
P&P Bond	\$52,800.00

Maximum Amount Construction	\$428,830.00
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AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 18th day of May in the year 2022
(In words, indicate day, month, and year.)

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

City of Cartersville
PO Box 1390
1 N. Erwin Street
Cartersville, GA 30120

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

Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

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

City of Cartersville – Water Department Administration Complex
Douthit Ferry Road
Cartersville, GA 30120

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

CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C (P.C.)
dba CPL
615 Molly Lane
Suite 100
Woodstock, GA 30189

The Owner and Construction Manager agree as follows.

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

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

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES
- 4 OWNER’S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project, as described in Section 4.1.1:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Reference RFP City of Cartersville Water Department Administration Complex dated March 25, 2022

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

28,059 SF Water Department Administration Complex and Associated Site and Utility Development

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

TBD

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

- .1 Design phase milestone dates, if any:
 - 6/2/2022 50% Design Development package for review by the City and submittal to the GC for pricing
 - June 2022 Comments from the City
 - July 2022 Pricing from the GC on 50% DD’s
 - August 2022 Submit 100% DD’s for review by the City and pricing CM@Risk
 - August 2022 Meeting with GC and the City on pricing of 100% DD’s
 - August 2022 Proceed with approval from the City to move forward on CD’s phase
 - September 2022 75% CD’s ready for pricing
 - October 2022 Pricing and GMP approved on 75% CD’s
 - Guaranteed Maximum Price – TBD 2022
- .2 Construction commencement date:
 - TBD 2022
- .3 Substantial Completion date or dates:
 - TBD at GMP
- .4 Other milestone dates:
 - NTP to be issued upon release of the Pre-Engineered Metal Building or as defined in the GMP

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Freddy L. Morgan
Assistant City Manager
City of Cartersville
PO Box 1390
1 N. Erwin Street

Cartersville, GA 30120
770-387-5672
fmorgan@cityofcartersville.org

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

CPL
615 Molly Lane
Woodstock, GA 30189
K. Scott Gordon, AIA, NCARB, LEED AP
Principal
sgordon@cplteam.com
Ben Starks
Sr. Project Manager
bstarks@cplteam.com

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

.1 Geotechnical Engineer:

Geo-Hydro Engineers
1000 Cobb Place Blvd, Suite 290
Kennesaw, GA 30144
Attn: Jarrett Baggett, P.G.
jbaggett@geohydro.com

.2 Civil Engineer:

CPL
615 Molly Lane
Woodstock, GA 30189
Attn: Larry Genn, PE
LGenn@cplteam.com

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

Init.
/

CPL
615 Molly Lane
Woodstock, GA 30189
Attn: Ben Starks
678-684-2481
bstarks@cplteam.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jennifer Kinsey
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518
404-516-0425
jkinsey@reevesyoung.com

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner’s requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager’s services, and the Construction Manager’s compensation. The Owner shall adjust the Owner’s budget for the Guaranteed Maximum Price and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner’s nor the Construction Manager’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

Init.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

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§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information

presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager

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shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 As-Built Documentation

Construction Manager will provide Owner with Project Record as-builts upon completion.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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

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§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Twenty-Two Thousand Nine Hundred Fifty Dollars and Zero Cents \$22,950.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
Preconstruction Manager	\$105/ Hour
Estimator	\$80/ Hour

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1 % one percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

2.85% of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

2.85% for Changes in the Work above and beyond the GMP

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

10% Overhead and 5% Profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (0 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

50/50 Shared Savings between Reeves Young and the City of Cartersville

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Charlie Whiting, James Ferguson & Jennifer Kinsey – Preconstruction
Irina Hayrapetyan – Project Coordinator

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

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§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

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- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and

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copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the succeeding month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

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- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% of the Value of the payment requested, not to exceed 5% of the GMP.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Material Deposits, General Conditions, Insurance and Bond Costs

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Reduced to 2.5% of GMP at 50% Completion; Construction Manager can request early retainage release for special circumstances such as Site Work, Concrete and/ or Pre-Engineered Metal Building Erection. Trade packages that may finish before 50% is reached.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

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§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

1 % one percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- [X] Mediation pursuant to Article 15 of AIA Document A201–2017
[] Litigation in a court of competent jurisdiction
[] Other: (Specify)

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an

amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Five Million Dollars (\$ 5,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person,

and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Not Required (\$ 0) per claim and Not Required (\$ 0) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 N/A CPL’s deliverable is not BIM but is construction documents in PDF Format.
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .6 Other Exhibits:
(Check all boxes that apply.)
 - AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)
- .7 RFP Exhibit B Proposal Fee Schedule and Itemized Fee Breakdown
 - Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Matthew J. Santini
Manager
(Printed name and title)

Chad McLeod
Senior Vice President
(Printed name and title)

OWNER (Signature)
Julia Drake City Clerk
(Printed Name and title)



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Additions and Deletions Report for AIA® Document A133™ – 2019

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

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AGREEMENT made as of the 18th day of May in the year 2022

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City of Cartersville
PO Box 1390
1 N. Erwin Street
Cartersville, GA 30120

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Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

...

City of Cartersville – Water Department Administration Complex
Douthit Ferry Road
Cartersville, GA 30120

...

CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C (P.C.)
dba CPL
615 Molly Lane
Suite 100
Woodstock, GA 30189

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Reference RFP City of Cartersville Water Department Administration Complex dated March 25, 2022

...

28,059 SF Water Department Administration Complex and Associated Site and Utility Development

...

TBD
PAGE 3

6/2/2022 50% Design Development package for review by the City and submittal to the GC for pricing

June 2022 Comments from the City
July 2022 Pricing from the GC on 50% DD's
August 2022 Submit 100% DD's for review by the City and pricing CM@Risk
August 2022 Meeting with GC and the City on pricing of 100% DD's
August 2022 Proceed with approval from the City to move forward on CD's phase
September 2022 75% CD's ready for pricing
October 2022 Pricing and GMP approved on 75% CD's
Guaranteed Maximum Price – TBD 2022

...

TBD 2022

...

TBD at GMP

...

NTP to be issued upon release of the Pre-Engineered Metal Building or as defined in the GMP

...

N/A

...

N/A

...

Freddy L. Morgan
Assistant City Manager
City of Cartersville
PO Box 1390
1 N. Erwin Street
Cartersville, GA 30120
770-387-5672
fmorgan@cityofcartersville.org
PAGE 4

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...

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...
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PAGE 5

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...
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jkinsey@reevesyoung.com

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§ 3.3.2.6 As-Built Documentation

Construction Manager will provide Owner with Project Record as-builts upon completion.

PAGE 11

Twenty-Two Thousand Nine Hundred Fifty Dollars and Zero Cents \$22,950.00

...

<u>Preconstruction Manager</u>	<u>\$105/ Hour</u>
<u>Estimator</u>	<u>\$80/ Hour</u>

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1 % one percent
PAGE 12

2.85% of the Cost of the Work

...

2.85% for Changes in the Work above and beyond the GMP

...

10% Overhead and 5% Profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (0 %) of the standard rental rate paid at the place of the Project.

...

N/A

...

50/50 Shared Savings between Reeves Young and the City of Cartersville
PAGE 13

Charlie Whiting, James Ferguson & Jennifer Kinsey – Preconstruction
Irina Hayrapetyan – Project Coordinator
PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the succeeding month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

5% of the Value of the payment requested, not to exceed 5% of the GMP.

...

Material Deposits, General Conditions, Insurance and Bond Costs

...

Reduced to 2.5% of GMP at 50% Completion; Construction Manager can request early retainage release for special circumstances such as Site Work, Concrete and/ or Pre-Engineered Metal Building Erection. Trade packages that may finish before 50% is reached.

PAGE 20

1 % one percent

...

~~Arbitration~~ Mediation pursuant to Article 15 of AIA Document A201–2017
PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Five Million Dollars (\$ 5,000,000) in the aggregate for bodily injury and property damage.

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

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§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Not Required (\$ 0) per claim and Not Required (\$ 0) in the aggregate.
PAGE 24

.5 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~N/A CPL's deliverable is not BIM but is construction documents in PDF Format.

...

(Insert the date of the E234-2019 incorporated into this Agreement.)

.7 RFP Exhibit B Proposal Fee Schedule and Itemized Fee Breakdown

...

~~.7~~ .8 Other documents, if any, listed below:

PAGE 25

Matthew J. Santini
Manager

Chad McLeod
Senior Vice President

...

OWNER (Signature)
Julia Drake City Clerk
(Printed Name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:08:40 ET on 07/05/2022 under Order No. 2114275940 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

City of Cartersville - Water Department Administrative Complex
Douthit Ferry Road
Cartersville, GA 30120

THE OWNER:

(Name, legal status and address)

City of Cartersville
PO Box 1390
1 N. Erwin Street
Cartersville, GA 30120

THE ARCHITECT:

(Name, legal status and address)

CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C (P.C)
Db a CPL
615 Molly Lane
Woodstock, GA 30189

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- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



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/

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect, the Architect's consultants, and Owner shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Evidence of the Owner’s Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner’s Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor’s Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect’s approval. The Architect’s approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS**§ 5.1 Definitions**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect’s reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect’s reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor’s Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor’s expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect’s services and expenses, shall be at the Contractor’s expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

Init.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

(Paragraphs deleted)

Additions and Deletions Report for AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 21:15:47 ET on 07/05/2022.

PAGE 1

City of Cartersville - Water Department Administrative Complex
Douthit Ferry Road
Cartersville, GA 30120

...

City of Cartersville
PO Box 1390
1 N. Erwin Street
Cartersville, GA 30120

...

(Name, legal status and address)

CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C (P.C)
Db a CPL
615 Molly Lane
Woodstock, GA 30189

PAGE 11

§ 1.5.1 ~~The Architect and Architect, the Architect’s consultants-consultants, and Owner shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.~~

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect’s consultants,~~ and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 15.4 Arbitration

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 15.4.4 Consolidation or Joinder

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:15:47 ET on 07/05/2022 under Order No. 2114275940 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Encroachment Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	This agreement will allow the owners of Jackson Farm to irrigate the islands in the right of way.
LEGAL:	Agreement written by Archer & Lovell Law office.

AFTER RECORDING RETURN TO:
Archer & Lovell PC
PO Box 1024
Cartersville, GA 30120

CITY OF CARTERSVILLE ENCROACHMENT AGREEMENT

The CITY OF CARTERSVILLE, hereinafter called the “CITY,” hereby consents for SDH Atlanta, LLC, a Georgia limited liability company, hereinafter called the “Undersigned” to use an area within CITY’s subject gas distribution facilities or other utility facilities right-of-way described as follows:

Said right-of-way being Silo Drive and having a variable width and extending in part through Land Lot 449, of the 4th District, 3rd Section, of Bartow County, Georgia, on which CITY has the said right-of-way shown on plat attached hereto as Exhibit “A” and made a part hereof. The use of the area by the Undersigned within said right-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of an irrigation system as indicated on Exhibit “A,” at the location and to the extent as shown on said attached plat. Said use is subject to the conditions of this Agreement, and the terms and conditions set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on said right-of-way.

1. The plans and specifications as submitted by the Undersigned meet CITY’S approval provided the Undersigned conforms to the following terms and conditions: The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by CITY’S right-of-way in the event the Undersigned does not own the said lands and rights.
2. The Undersigned agrees to use said area within CITY’S right-of-way in such a manner as will not interfere with CITY’S activities and facilities as now, or hereafter, exist thereon (hereinafter CITY’S “activities” and “facilities”).
3. The Undersigned agrees that the use of CITY’S right-of-way as herein provided shall in no way affect the validity of CITY’S right-of-way and shall in no way modify or restrict the use or rights of CITY, its successors or assigns, in and to the area to be used. The Undersigned acknowledges CITY’S right and title to said right-of-way and the priority of CITY’S right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and CITY is specifically relieved of any responsibility for damage to the facilities and property of Undersigned resulting or occurring from the use of said right-of-way by CITY as provided herein. Undersigned covenants not to sue CITY in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from excavating with mechanized equipment within five (5) feet of CITY’S natural gas facilities or other utility facilities without prior written consent by an authorized representative of CITY. The Undersigned agrees to comply with Official Code of Georgia Section 25-9-1 et seq., (Georgia Utility Facilities Protection Act) and any and all Rules and Regulations of the

6. State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such facilities of the fact that such facilities are (a) distributing natural gas, (b) in service, (c) pressurized to a maximum of 300 psig and (d) inherently dangerous and (e) other utilities operating in said easement.
7. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse CITY for all cost and expense for any damage to CITY'S facilities resulting from the use by the Undersigned of said area within said right-of-way. Also, the Undersigned agrees that if in the opinion of CITY, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange or change any of CITY'S facilities, to promptly reimburse CITY for all cost and expense involved in such relocation, rearrangement or changing of said facilities.
8. The Undersigned agrees to notify or have (HIS/THEIR) contractor notify the Cartersville Planning and Development Department, Phone (770) 387-5600, Attention: David Hardegee, during normal business hours, 8:00-4:30, at least two (2) days prior to actual construction on CITY'S right-of-way.
9. The Undersigned agrees to indemnify and save harmless and defend CITY from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, CITY and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of CITY) in any way attributable to or arising out of the use of the above described lands, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of CITY, it's agents or employees.
10. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right-of-way , with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend CITY, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on CITY's right-of-way herein described.
11. The Undersigned further agrees to require that any such third party, contractor, or subcontractor doing or providing any such work or construction on said right-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to CITY on request, said amount of insurance to be not less than \$1,000,000 for any one person, \$5,000,000 for any one accident for bodily injury or death and \$1,000,000 for property damage for any one accident.
12. R/W/EASEMENT LANDSCAPING SPECIFICATIONS: The CITY shall have the right to remove all trees and brush from the limits of the right-of-way. However, for aesthetics for Jackson Farm Subdivision, CITY will permit as indicated in the approved plans for Jackson Farm Subdivision or written consent from the Planning and Development Department of the CITY for the planting of shrubbery provided these plants do not interfere with the access to and operation of CITY'S facilities.
13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent, and has by legal and proper authorization, duly adopted on the _____ day of _____, 2022 (a copy of which will be furnished to CITY on request) authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the _____, this Agreement shall become void and no use of CITY'S right-of-way as herein provided for shall be made.

IN WITNESS WHEREOF this Agreement has been duly executed, this the ____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

CITY OF CARTERSVILLE, GEORGIA

By: _____(SEAL)
Matthew Santini, Mayor

Attest: _____(SEAL)
Julia Drake, City Clerk

Witness

Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered in the presence of:

SDH ATLANTA, LLC

By: _____(SEAL)

Its: _____

Witness

Notary Public

My commission expires:

[NOTARIAL SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF CARTERSVILLE AND SDH ATLANTA, LLC, FOR JACKSON FARM SUBDIVISION, IS CONSENTED TO AND APPROVED BY OWNER, THIS ____ DAY OF _____, 20__.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires:

[NOTARIAL SEAL]

**JACKSON FARM 106, LLC,
a Delaware limited liability company**

By: Builder Capitol, LLC,
a Delaware limited liability company

Its: Manager

By: Arizona Crows Next Ventures, LLC,
an Arizona limited liability company

Its: Manager

By: _____(SEAL)

William Southworth

Sole Member

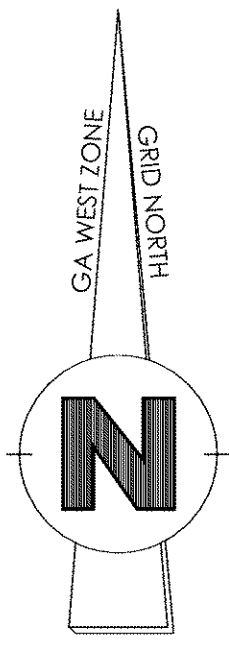
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05/17/2022 04:37 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

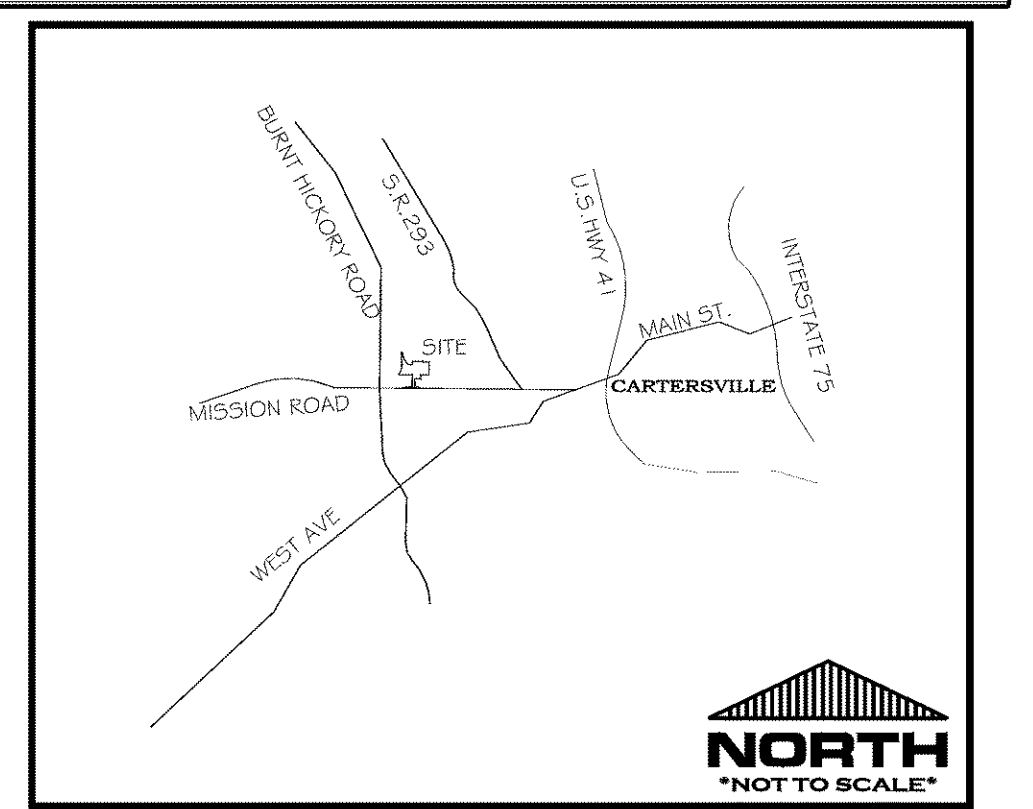
Melba Scoggins

8882290181
PARTICIPANT ID

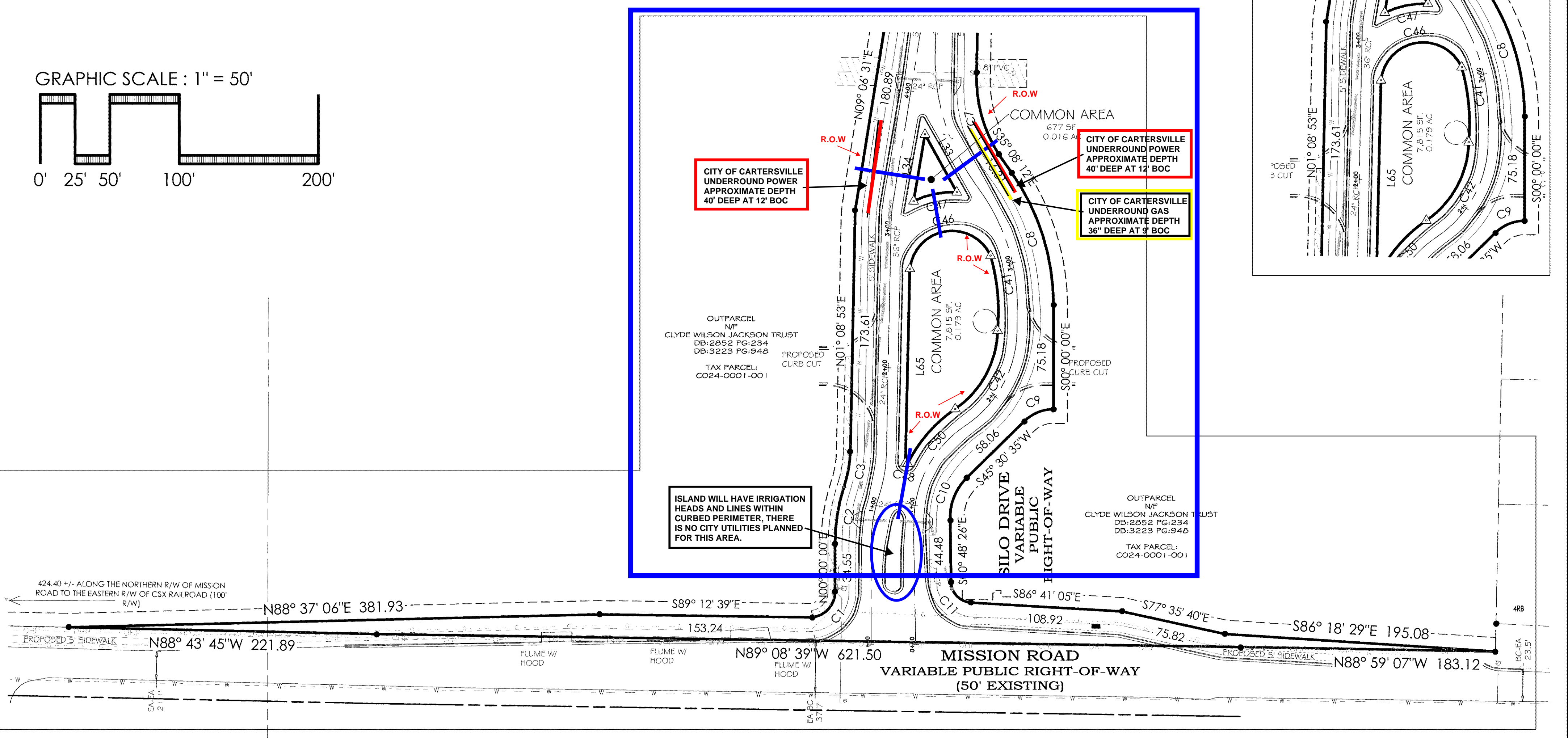
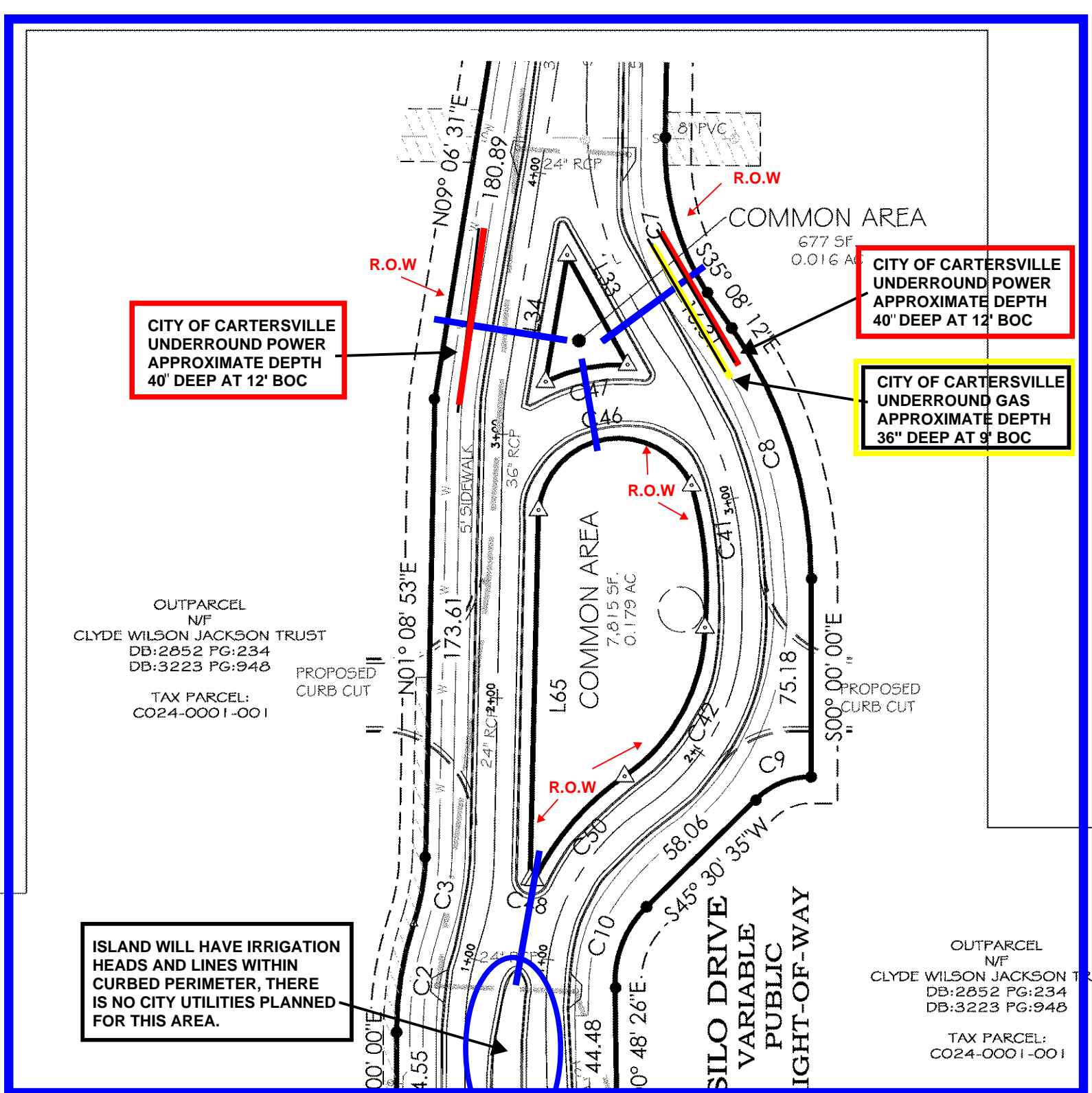
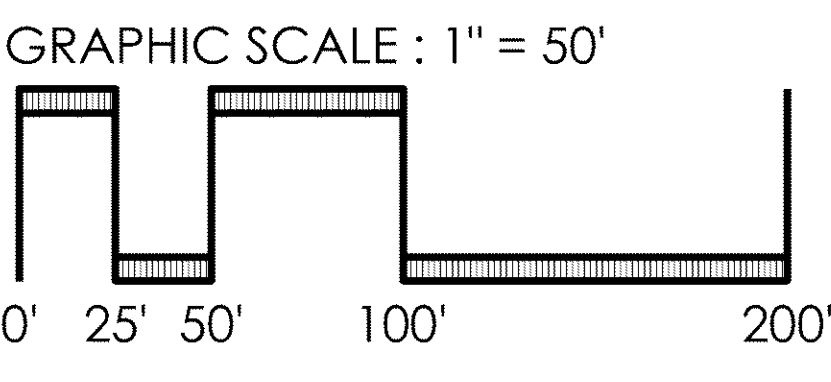
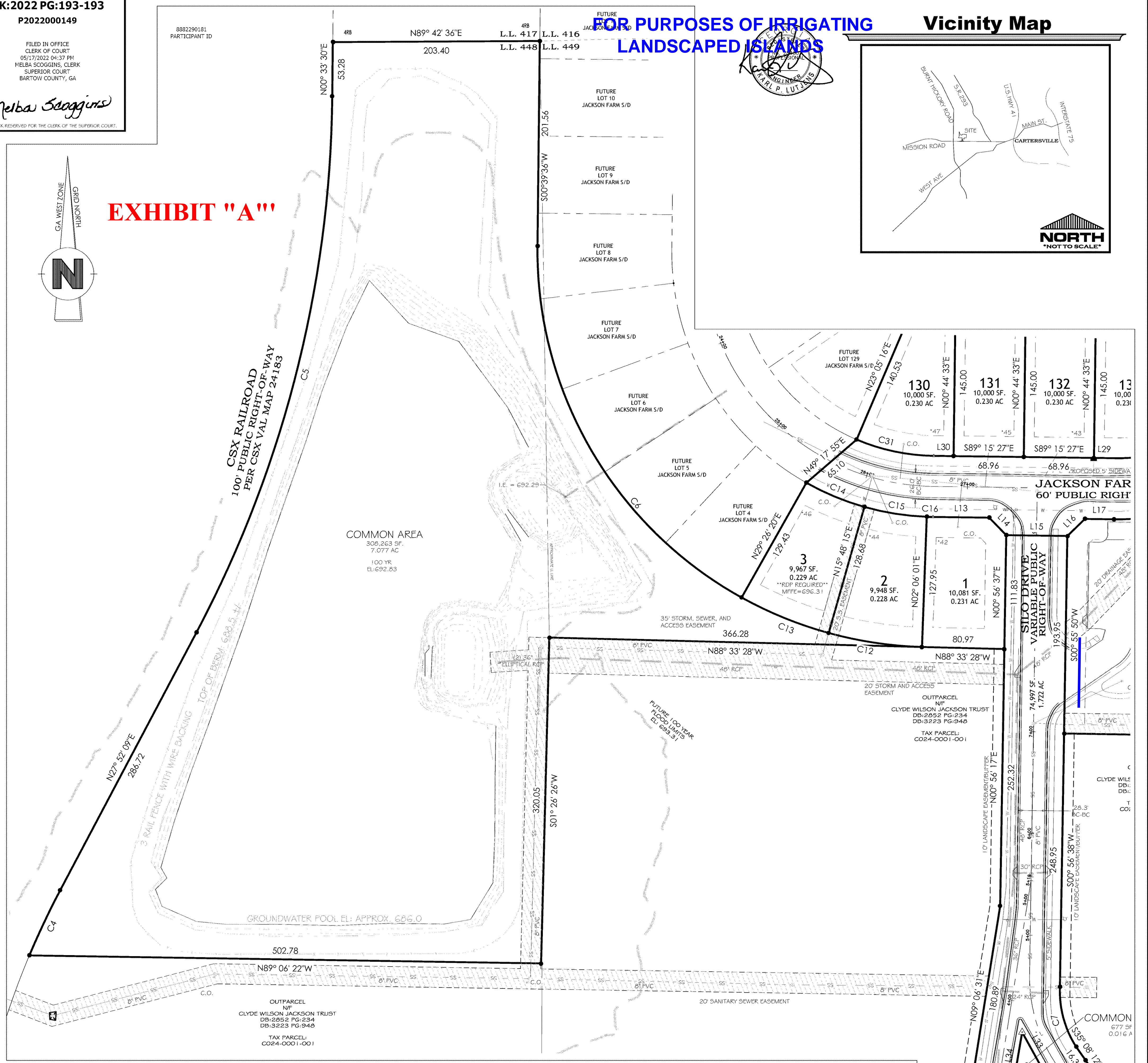
EXHIBIT "A"



Vicinity Map



FOR PURPOSES OF IRRIGATING
LANDSCAPED ISLANDS



SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120
PH: 770.387.0440 FAX: 770.607.5151

DATE: MARCH 22 2022 REV: JOB NO: 19098
DATE OF FIELDWORK: SEPTEMBER 29, 2021 DR: CPR CH: KNC APP: KNC

FINAL PLAT
**JACKSON FARM
PHASE 1 UNIT 1**

LOCATED IN LAND LOT(S) 416, 448, 6449
4TH DISTRICT, 3RD SECTION,
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA



Flood Statement
THE F.I.R.M. (FLOOD INSURANCE RATE MAP) SHOWS THE REFERENCED PARCEL TO BE IN ZONE A AND IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS ACCORDING TO PANEL NO: 13015 C 0262 H, DATED: OCTOBER 5, 2018.

Owner/Developer
SMITH DOUGLAS HOMES
ATTN: KEITH ADAMS
1110 VILLAGE TRAIL, SUITE 215 WOODSTOCK, GA 30188
OFFICE: (770)-372-3020

Zoning Notes
ZONED: PUD
ACREAGE: 100.08 TOTAL
RESIDENTIAL 30.61 COMM: 20.28
TOTAL PROJECT LOTS: 197
TOTAL PROJECT RESIDENTIAL BLDG LOTS: 191
DENSITY: 2.16 LOTS PER ACRE
A. FRONT YARD SETBACK: 20 FEET
B. SIDE YARD SETBACK: 10 FEET
C. REAR YARD SETBACK: 20 FEET
D. MINIMUM LOT AREA: 10,000

EXHIBIT "B"

1. Smith Douglas Homes and its contractors shall maintain 12" vertical and 24" horizontal clearance from city utilities.
2. **With the exception of the first island (closest to Mission Road)** No irrigation heads will be within the public right-of-way, Only irrigation line crossings will be allowed in the public right-of-way and no irrigation heads, valves or other appurtenances shall be permitted within the public right-of-way and in no case shall an irrigation line parallel the public right-of-way within the public right-of-way
3. Irrigation lines shall be buried with a traceable wire or other acceptable means of locating the irrigation lines in accordance with City Ordinance Sec. 24-6. - Installation of tracer wire in all underground utilities.
4. Crossings will be bored at 18" depth of top of curb which will be 12" under road asphalt topping and will not be deeper than 18" deep through right of way / shoulders.
5. City of Cartersville Power underground lines are located approximately 12' back of curb on both sides of Silo Drive at approximately 40" deep. Smith Douglas Homes and its contractors are responsible for locating and avoiding.
6. City of Cartersville Gas underground lines are located approximately 9' back of curb at 36" deep on the east side of Silo Drive. Smith Douglas Homes and its contractors are responsible for locating and avoiding.
7. All utilities shall be located and will be "pot-holed" to verify depth.
8. **With the exception of the first island (closest to Mission Road)**, other than the crossings shown in blue the remainder of irrigation installed will be installed outside of the right of way with no heads or lines in the city right of way
9. Gas System takes no exception provided the utility facility owner understands that, if the owner does not participate in Georgia Code § 25-9, Georgia Utility Facility Protection Act, the Gas System shall not be held responsible for any damages that occur to the facilities during any excavation by the Gas System for any purpose and that any proposed facility shall be installed with a minimum vertical separation of 24" and a minimum horizontal separation of 36" from any existing natural gas facility.
10. Smith Douglas Homes on behalf of the Jackson Farm agrees that that if any facilities to need be relocated due to conflicts, said relocation shall be at their expense, and if said facilities are damaged during maintenance of City facilities, the City has no obligation to repair.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 7, 2022
SUBCATEGORY:	Public Hearing
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Renewal of Downtown Business Improvement District
DEPARTMENT SUMMARY RECOMMENDATION:	Having obtained the necessary 51% of signatures from property owners, the DDA is seeking approval from Council to renew the Downtown Business Improvement District. DDA Board and staff recommends approval.
LEGAL:	N/A