



City of Fairburn City Council

Agenda

August 28, 2023

7:00 PM

The Honorable Mayor Mario Avery

The Honorable Mayor Pro-Tem Linda J. Davis
The Honorable Alex Heath
The Honorable Hattie Portis-Jones

Mr. Tony Phillips
Mr. Rory Starkey
Ms. Brenda B. James

The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood
The Honorable James Whitmore

City Administrator
City Attorney
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Invocation: Pastor Gretta Fowler, St. John A.M.E. Church
- IV. Pledge of Allegiance:
- V. Presentations and Proclamations:
- VI. Adoption of the City Council Agenda:
- VII. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes. However, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further, in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided later.
- VIII. Approval of the Minutes:
 1. Approval of the Minutes: Council Meeting Minutes of August 14, 2023:
- IX. Public Hearings:
 2. Rezoning request from PD (Commercial) to PD (Residential), Durham Lakes - Development Area 5

Recommendation: Staff recommends approval of the applicants request to continue the public hearing of the rezoning request to the next public meeting. **(Planning & Zoning)**

X. Consent Agenda:

XI. Regular Agenda Items:

3. Fiscal Year 2022-2023 Final Budget Amendment

Recommendation: Request Mayor and Council approval of the final proposed FY 2022-2023 Budget Amendment. **(Finance)**

4. Emergency Generator for 149 West Broad Street Property

Recommendation: Request Mayor and Council approval for the purchase and installation of an emergency generator for the facilities located at 149 W Broad Street in an amount not to exceed \$116,435.93 utilizing the City of Atlanta citywide electrical repair and maintenance services contractor agreement with Capital City Electrical Services LLC. **(Buildings)**

5. Emergency Generator for 314 W Broad Street Property

Recommendation: Request Mayor and Council approval for the purchase and installation of an emergency generator for the facilities located at 314 W Broad Street in an amount not to exceed \$183,159.04 utilizing City of Atlanta citywide electrical repair and maintenance services contractor agreement with Capital City Electrical Services LLC. **(Buildings)**

6. Emergency Generator for 106 Howell Avenue Property

Recommendation: Request Mayor & Council approval for the purchase and installation of an emergency generator for the facilities located at 106 Howell Avenue in an amount not to exceed \$93,194.74 utilizing City of Atlanta citywide electrical repair and maintenance services contractor agreement with Capital City Electrical Services LLC. **(Buildings)**

XII. Reports:

7. Finance Director Monthly Report:

8. City Administrator's Monthly Report:

XIII. Council Comments:

XIV. Adjournment:

When an Executive Session is required, one will be called for for the following Issues:

(1) Personnel (2) Real Estate or (3) Litigation



**City of Fairburn
Council Meeting Minutes
August 14, 2023
7:00 pm**

- I. Roll Call by City Clerk, Brenda James found the following members present:

The Honorable Mayor Pro-Tem Linda J. Davis	The Honorable Hattie Portis-Jones
The Honorable Alex Heath	The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood	The Honorable James Whitmore

- II. The meeting was called to order by the Honorable Mayor Avery.

Also present was City Administrator Tony Phillips, Assistant City Administrator Jamila Criss, City Attorney Rory Starkey, Assistant City Attorney Serena Nowell, City Attorney Valerie Ross, and City Clerk Brenda James.

- III. The invocation was provided by Dr. Eugene Wallace, Open Word Christian Ministries.

- IV. Pledge of Allegiance was in Unison.

- V. Presentations and Proclamations:

Mayor Avery asked for an executive privilege and asked City Administrator, Tony Phillips to discuss an issue with the Manor. Mr. Phillips said we have become aware of some mechanical issues with the elevator at the Manor, this is a privately owned property and is not managed by the city. We have been in constant contact with Prestwick, the company that owns and manages the facility. We invited Mr. James Nixon, Senior Asset Manager and Mr. Edrick Harris, Senior Vice President to come today and provide an update to Mayor and Council.

Mr. James Nixon said last Friday, Schindler elevators came out and made some repairs, but the repairs came with limits allowing two or three people per ride up or down. Over the weekend, they had a security officer on site to take residents to different floors. Schindler was to come out today, but they didn't make it. They assured him they would be out this week to make the necessary repairs. As owners, we are very concerned about our residents, we have put out numerous notices about the status of the elevator and once the repairs are made, we will send Mr. Phillips an email.

Mr. Tony Phillips contacted Mr. Nixon and Mr. Harris earlier this year regarding increased rent for some of their residents and to make sure the seniors received clear

information and they understood the process. They hosted a town hall meeting at the Manor for the residents to come and ask questions, which was very helpful. Mr. Phillips said we will continue to work with the Manor.

Councilman Whitmore asked what they are doing to prepare citizens in case they need to evacuate the building if there is an emergency. Mr. Nixon said it's on the fire department or whoever to operate the elevator to get those individuals to the first floor. None of their staff or security officers are allowed to move residents with or without mobility because that is a liability issue for us. Chief Robinson said he has been communicating with them concerning this situation and this would be an extreme load on the fire department to get everyone out of the building, but we do have a contingency plan. Mr. Phillips said if there was a fire, the elevators would not be in service so the fire department would have to call in our mutual aid resources to help escort people out of the building. Councilman Whitmore thanked Prestwick and staff for the partnership with the city.

Councilwoman Portis-Jones asked if the security guard is on duty 24/7 and will they be there until the elevator has been tested and repaired. Mr. Nixon said no, they are posting signs to give residents notice on limits of two to three people or 638 pounds. Councilwoman Portis-Jones asked if that rule is not abided by and more than three people get on the elevator, what will that trigger and what is the response. Mr. Nixon said Schindler elevators said that would trigger a possible entrapment which the elevators would not open, but they are on call and have an hour and a half response. The emergency button inside the elevator was tested and is operational so they can reach 911. Councilwoman Portis-Jones asked Chief Robinson if they were ready for that elevated activity. Chief Robinson said yes, it's part of our standard procedure just like we do hotels in the city. We would activate our operation and protocols for a multi-story of living persons inside of a structure, which is normal routine. Councilwoman Portis-Jones asked if they would communicate to the residents what would trigger the elevator not operating and what that means, being stuck in an elevator for that long is almost impossible. Chief Robinson ensured that once they received a call, they would not be in there for long, they have all the equipment needed to get them out.

Mayor Pro Tem Davis thanked the City Administrator for being the intermediary for this situation because we have to do everything we can for our seniors. She's gotten calls that the elevator has been inoperable for three weeks and that is unacceptable. Councilman Heath asked if there were stairs for the seniors to use. Mr. Nixon said yes, there are stairs at each end of the building as well as a set of stairs in the middle of the building.

VI. Adoption of the City Council Agenda:

Councilman Whitmore made a motion to adopt the agenda as presented, with Mayor Pro Tem Davis providing the second. **The motion carried unanimously.**

VII. Public Comments:

Siray Freeman said she was here on behalf of her neighbors at Malone Circle. They are all concerned about the notice for a tax increase they received and wanted to know if there was any way to appeal against this process. Mr. Phillips said the appeal process is for the assessment of your property. The City of Fairburn is not proposing to raise anyone's tax rate or millage rate, our millage rate has been the same since 2017. Any increase is due to the value of properties going up, so as your home is worth more, your responding tax bill is based on that new value. Ms. Freeman discussed the outages and said we all experience quite a few outages that have caused issues with people who work from home. Mr. Phillips stated there was a storm Monday night and we had a total of five trees down on the power lines. We dispatch our street department first to remove those trees and then our utility crews go out to restore the power, as quickly as we can. Utilities Director, John Martin said safety is the main thing during a storm. The outages are from vehicles hitting a pole, storms, birds, and even squirrels can cause these outages and we expeditiously repair the lines as quickly as possible. Ms. Freeman asked if there was anything changing like underground lines. Mayor Avery said the City Administrator will send her an official answer to her questions.

Representative Lydia Glaize said she would be speaking as a resident and not our representative. She thanked the Mayor and Council for the work they do and appreciated the National Night Out and being able to see our Public Safety Officers and to connect with them. She thanked them for the movie night and back to school events that have taken place. There are three houses in their cul-de-sac, two are owned and one is a rental and there is a small lot. They had big machinery taking down trees on the small lot, without permits. Mayor Avery and Mr. Tony Phillips came over and had the work stopped but they came back. We have bad actors that will not follow the rules that are in place for this city. They just got the cul-de-sac repaved and now they have holes and scrapes in the streets. She feels since there is a tree ordinance and a tree bank, they need to pay for those trees and for the damage done to the streets. They have had two or three requests to build a home there, but the lot was not big enough to comply with the setbacks. She said if the city does not have an ordinance, we need to make sure that there are penalties for these people to come in without a license, tearing up good trees and tearing up the streets that have just been paved. They are waiting to hear if Planning and Zoning is going to allow this house to be built based on the ordinance.

J. Cecil Anderson said that space has been vacant for many years. Now there are trees everywhere, and there is a natural land depression on that property and with the trees down, there's potential for erosion and other problems. We want them to be held accountable and they follow our processes and procedures.

Mayor Avery said our staff is working on a legal position and you will get a response from the City Administrators office regarding this issue.

VIII. Approval of the Minutes:

1. Approval of the minutes Regular Council Meeting Minutes of July 24, 2023

Councilman Whitmore made a motion to approve the minutes as written, with Mayor Pro Tem Davis provided the second. **The motion carried unanimously.**

IX. Public Hearing:

2. Rezoning request from PD (Commercial) to PD (Residential), Durham Lakes – Development Area 5

Planning & Zoning Director, Denise Brookins presented this item and said the parcel is located in Development 5 of the Durham Lakes Golf and Country Club Master Plan Community. The current zoning is PD02 and is a planned development community, a great deal of the residential area has been developed. The Future Land Use designation is mixed density residential that is supposed to be a tight knit more walkable community with lots that are one-fourth of acre or smaller and in the Comprehensive Plan, it states that higher density residential such as Town Homes, apartments in addition to Single Family Residential be allowed in the downtown mixed-use character area. The zoning districts range from R1 to R4, and the appropriate uses include single-family residential, playgrounds, golf courses, schools, and churches. The applicant has submitted a request to rezone the subject parcel, which is thirteen acres at the corner of John Rivers and Roosevelt, and they are proposing townhouses. They have provided elevations to staff members, and staff did additional research to see what that actual elevation would look like in communities where it was built in Palmetto, Covington, and a site in the City of Atlanta. There were two public meetings held. The first meeting was held in May at the Durham Lakes Clubhouse, and the second meeting was virtual. There were many concerns regarding the traffic, the aesthetics of the existing community, overload on the school system and concerns of property values. The request does align with the Comprehensive Plan, the challenge is understanding the architectural character of that neighborhood. Planning and Zoning has several conditions they are proposing to include additional buffers, a limit on the number of rental homes, fence buffer requirements, an extensive list of architectural design standards, all utilities must be underground, and a common area. We have received sixteen emails in opposition to this request from neighbors. The applicant has made this request to be given a continuance of 30 days because of the conditions recommended by staff to give them time to give an updated concept plan and elevations.

A motion was made by Councilman Smallwood to open the public hearing, with Mayor Pro Tem Davis provided the second. **The motion was carried unanimously.**

In Favor:

Michelle Battle with Battle Law, located at 3562 Habersham at North Lake, Tucker Ga 30084, spoke in favor of this rezoning. Ms. Battle said they are asking that this matter to be deferred for 30 days so they can make some additional tweaks to the site plan to provide additional buffers along the perimeter of the homes in Durham Lakes and to look at the elevations. Industrial M2 zoning surrounds this property and feels the town home product provides a suitable transition particularly in density from the more intense industrial uses to the single-family detached product. They initially presented a site plan that showed the entrance point off John's River Road, they spoke to staff about an emergency entrance only off Roosevelt because GDOT would not allow for a primary entrance off Roosevelt, there is a decel lane that's turning onto John's River and that would interfere with that entrance point.

They looked at providing as much open space as we could along the perimeter of the houses on the other side of Fan Leaf Drive and offered more buffering between the existing homes and what is being proposed. She respectfully asked for the deferral of this matter to continue to work cooperatively with the community and it is their intent to have another community meeting once they update the site plan.

Rufus Wells
Homer Knight

In Opposition:

Selena Cook
Christopher Price
Andre Walker
Christie Seay
Wilbur Kitchens
Mya Osan
Sheila Harper

Rebuttal:

Michelle Battle said they have never suggested this complex be a part of Durham Lake, this will have its own HOA. They never said it would be a part of the golf course or they are going to be part of that community. What they have said is they would try to work cooperatively between the two HOA's and figure out a way that Durham Lakes is confident that the front entrance and the landscaping and all other components of the project will be maintained in a way that represents what Durham Lakes has represented for many of the residents. They do know if this project does not go through, it will be developed for some type of commercial development and there won't be a meeting such as this. They came into this process to give an opportunity for the community to have more to say about what exactly will be on this piece of property and hopeful that we could work cooperatively towards a design and layout and building frontages that would be respectful of the community. These

homes will be selling for in excess of \$300,000. When an appraiser comes out to do appraisals, they appraise against other similar situated properties so you're not being appraised against new development, you're being appraised against other existing residential development. We would like the opportunity to continue to work with staff and the community to address the issues that have been raised. We believe from a traffic perspective; it has been a big issue and we've provided a trip generation report to staff that shows how much commercial traffic would be generated in excess of what a residential product would do. Staff has also recommended a traffic study and we would need to be compliant with whatever the traffic study requires us to do. We want to have the opportunity to try and address any questions you may have.

Mayor Avery said because it is continuous, he will not close the public hearing.

Mayor Pro Tem Davis made a motion to continue the public hearing to the next regular meeting which will be August 28th, motion failed due to lack of a second.

Councilman Whitmore made a motion to close the public hearing, with Councilman Smallwood providing the second. **The motion was carried unanimously.**

Councilman Whitmore said based on everything that was said, he didn't agree with the continuance for the next council meeting in two weeks, he recommended a continuance until next month in September. City Attorney, Valerie Ross said they must continue it to the next regular meeting passed on the ordinance.

Mayor Avery asked for a motion to reopen the public hearing. Mayor Pro Tem Davis made a motion to reopen the public hearing, with Councilman Smallwood providing the second. **The motion was carried unanimously.**

Councilman Whitmore asked staff when the community was planned and everything put together in 2003, can you explain in layman terms what is missing from that document that would put us in a different position to have a different conversation. Denise Brookins said when the community was originally approved, there was a single-family residential component, and they also included a C2 Highway Commercial and that includes some permitted uses that are very much heavy commercial that are permitted by right. Those conditions were put in place before staff and any of the current body of elected officials were here. Those uses can include things like a gas station, different automotive uses, things that are very intense and could be very detrimental if they are adjacent to residential which was done in 2003 and they did not include conditions.

Councilman Whitmore had questions for the vendor that was in the Planning and Zoning meeting. It was apparent that you are representing two entities, it was mentioned and looked like you were a little confused when you talked about each building and their building products. They discussed the rendering of the pictures of the townhomes in other areas. Councilman Whitmore had issues with them bringing a product that is inferior for the south, when you have an opportunity to

present something upscale. We have had several developers come before this body and we put several conditions in place, one there being two-car garages. Number two, looking at the renderings that is being suggested even for this area with the brick and hardy plank or cementations board, just to have that in the same conversation knowing that the location is in one area of the city that's considered the Premier Community within the City of Fairburn, that's why you have a lot of residents from Durham Lakes feel the way they do. They should be all brick, two car garages, which will reduce the number of townhouses that will be produced. He remembers a conversation with the owner of that lot saying he would recommend building additional amenities to help service Durham Lakes. Number three, he read the staff report on the traffic controls and understands this is GDOT and there is a lot of warehouses which causes a lot of problems for those of us coming down John Rivers Road and understands the secondary road was discussed, but there should be another access road built for entrance off of 29. Property values have been discussed and would actually depress their values. The right product is key, you can have townhomes between \$400,000 to \$450,000. We really need to look at another way to do this, instead of 104 homes, maybe 96 with two-car garages, a larger footprint, it will make a big difference. Councilman Whitmore asked staff to add some more conditions to add a two-car garage, brick all the way around, renderings like what they are getting on the Northside that's being neglected in the Southside, and when the community meeting takes place, he wants to see some additional things that would make it more palatable. He asked Ms. Battle to work diligently with the applicant on all the recommendations that staff has put forth in addition to the others and considering reducing the footprint.

Community Development Director, Lester Thompson gave an update on the traffic concerns and said they asked GDOT to provide a traffic signal at the intersection of John Rivers and 29 back in December of last year and GDOT was having some issues getting traffic counts so they could move forward with the study, they call it an intersection control evaluation, an ICE Study. Once this project came, GDOT said this would be a good opportunity for us to force the developer to put a traffic signal there. Tony Phillips said Roosevelt Highway is a state highway and the city doesn't have a legal right to install a light there.

Mayor Pro Tem Davis said she attended the Planning and Zoning meeting and her observation according to our zoning for this property is commercial or residential. She would like to give this vendor another opportunity with the continuance. She's thankful for our Planning and Zoning staff for adding twenty-one plus conditions that they recommended by looking at their initial concept plan. She doesn't know if 30 days will be enough for the developers to comply and adjust for all the conditions our staff has given them. She would rather see a quality community in this area than commercial property. Her main concern is the quality of the town homes, either Starlight Homes or Ashton Atlanta Homes. She pulled up Better Business Bureau on both developers, numerous complaints in reference to customer service after the product was built, that is not acceptable. She has issues with the 10% rental restrictions and all the complaints against the developers. She would like to see 3%

to 5% of rentals depending on the number of town homes you have. The 35-mph speed limit on Johns River Road which is a two-lane road is an issue and having a second exit is imperative. We are very serious about taking into consideration what our residents want and do not want. However, there's always tension between what we want to do for our citizens and what's good for the vision of the city. She would like to give them another chance to see this property as residential but it must be high quality.

Councilman Smallwood said Councilman Whitmore made it more palatable for him with his demands. He is really concerned about the congestion in that area but is for the continuance to see what they can bring back to the table, it has to be a right fit.

Councilman Pallend said his colleagues have indicated that we need to continue conversation and we need to find a way to make this acceptable for our citizens.

Councilwoman Portis-Jones said she agrees with a continuance and believes there is an opportunity here for all of us, housing is needed. It is our job to make sure that it's the quality of housing that reflects the community we live in. She appreciates them going back and review and re-evaluate what you have proposed and come back with the level of quality that has been articulated. Traffic at Roosevelt Highway is a problem and wants to see a traffic signal at that intersection, this is an opportunity to make that happen. She would love to see mixed use in this project, retail in the lower level and condominiums in the upper level, we need to think outside the box. With this property zoned commercial, and we don't want that, we need to step up and figure out how to make this work for us. If we let this go, we are going to have a bigger issue to deal with.

Mayor Avery said his concern is the developer would build some of that quality housing in North Fulton but is not qualified to be in the South and he hopes they come back with a much bigger scale of quality homes.

Councilman Whitmore made a motion to continue the public hearing to the next regular council meeting, with Mayor Pro Tem Davis providing the second. **The motion was carried unanimously.**

X. Consent Agenda: N/A

XI. Agenda Items:

3. Appointment of Mr. Homer Knight to the Development Authority of Fairburn (DA) and Downtown Development Authority of Fairburn (DDA)

Economic Development Director, Sylvia Abernathy presented this item and said this item is for the appointment of Mr. Homer Knight to the Development Authority (DA) and Downtown Development Authority (DDA) Board. She said he will bring a wealth of experience by being the owner of various businesses

Councilman Heath made a motion to approve the nomination of Mr. Homer Knight to the Development Authority (DA) and Downtown Development Authority (DDA) Board, with Councilman Whitmore providing the second.

Mayor Pro Tem Davis recused herself from the vote

Councilwoman Portis-Jones said that Mr. Knight also brings with him experience in Housing and Housing Development which will be a benefit to the city.

Mayor Avery said that Mr. Knight served on the zoning board for the City of Fairburn back in 2012 and served very well. **The motion was carried 5 - 0.**

4. Cigar Studio South Plat

Planning and Zoning Director, Denise Brookins presented this item and said the applicant is requesting approval of a plat to combine Tract 5 with a portion of the detention pond easement commercial tract along Harris Road. The request does comply with the C-2 zoning district requirements. The subdivision plat includes buffer easements, utilities, and other required infrastructure.

Councilman Smallwood made a motion to approve the Cigar Studio South Final Plat as presented, with Councilman Heath providing the second. **The motion was carried unanimously.**

5. Renaissance Park Final Plat

Planning and Zoning Director, Denise Brookins presented this item and said the applicant is requesting to combine two parcels. The first parcel is facing Renaissance Parkway and the other parcel is along Harris Road, there is a lot of infrastructure behind it. The applicant has previously developed the site and they are simply asking to combine the front parcel to the back parcel.

Councilman Heath made a motion to approve the Renaissance Park Final Plat as presented, with Councilman Pallend proving the second. **The motion was carried unanimously.**

6. Approval to award RFP-23-014 Small Business Assistance Program to Booth Management Consulting

Economic Development Director, Sylvia Abernathy presented this item and said the RFP for the Small Business Assistant Program was released on May 19, 2023. Proposals were due on July 22, 2023, and the city received five proposals which were reviewed by a four-person panel. Booth Management Consulting distinguished itself with the highest overall total and the highest scores in their approach, qualification, experience of staff, and past performance. Booth is a licensed, CPA firm, a designated U.S. Small Business Administration minority business enterprise

with expertise in auditing, contracts, grants management, accounting, and human resources.

Councilwoman Portis-Jones made a motion to award RFP #23-014 Small Business Assistance Program to Booth Management Consulting in the amount of \$35,000 for services. The second was provided by Mayor Pro Tem Davis. **The motion was carried unanimously.**

7. Single Source Agreement with SEI for Additional Design Services associated with the Duncan Park Road Extension Project

Community Development Director, Lester Thompson presented this item and said this agreement with SEI is a continuation of the existing agreement we have with them. Approval of this agreement would allow us to address some comments received during the right of way acquisition process and to incorporate the design of some of the improvements in front of the Renaissance Festival into the existing Park Road Project as an alternate.

Councilman Heath made a motion to approve the Supplemental Agreement with SEI for additional Design Services for an amount of \$90,000. The second was provided by Councilman Pallend. **The motion was carried unanimously.**

8. Resolution to adopt the findings of the Metropolitan North Georgia Water Planning District concerning proposed local amendments to the City of Fairburn's Plumbing Code

Utilities Director, John Martin presented this item and said this Resolution is to adopt the findings of the Metropolitan North Georgia Water Planning District concerning local amendments to the City of Fairburn's Plumbing Code. Earlier this year, requirements of the 2022 Water Resources Management Plan were updated and discussed through various coordination meetings across the region. He attended one of the meetings in Palmetto and a variety of topics were recognized and highlighted for these particular updates. The City of Fairburn must submit the required amendment to our Plumbing Code to the Georgia Department of Community Affairs within 60 days prior to the adoption of the amendment in accordance with O.C.G.A. § 8-2-25(c).

Councilman Heath made a motion to adopt the findings of the Metropolitan North Georgia Water Planning District concerning proposed local amendments to the City of Fairburn's Plumbing Code and to direct City staff to forward the Resolution and proposed amendments to DCA for consideration. The second was provided by Councilwoman Portis-Jones.

Councilwoman Portis-Jones asked if this was adopted and passed, what is the effective date and does it relate to all new construction. Mr. Martin said it is for major renovations. She asked a question for Mr. Smith, what impact might this have

on building the fire station in terms of the plumbing plans, designs, and fixtures and what budgetary impact that might have. **The motion was carried unanimously.**

XII. Reports: N/A

XIII. Council Comments: N/A

Mayor Avery commented and asked for continuous prayers for Officer Burt that was in an accident while addressing a crash on I-85. He thanked the Fairburn Fire Department, Fairburn Police Department, and Fairburn Street Department for a lot of situations that happened last week with the storm.

Tony Phillips reminded everyone of our Third Friday concert with Regina Belle, we are expecting a capacity crowd. It should be a wonderful night for family and the community. We are inviting everyone to please come out and enjoy a great night.

Mayor Avery said we will be here Wednesday and Thursday night for budget workshops.

XIV. Adjournment:

Mayor Pro Tem Davis made a motion to adjourn the meeting at 9:15 pm, with Councilman Smallwood providing the second. **The motion carried unanimously.**

Brenda James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Rezoning request from PD (Commercial) to PD (Residential), Durham Lakes - Development Area 5

ITEM TYPE: Ordinance

SUBMITTED: 08/21/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 08/28/2023

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For Mayor and City Council to consider the request to amend and rezone the Master Plan Planned Development (PD-02) zoning district of Durham Lakes Golf and Country Club, Development Area 5, to permit 108 townhomes.

HISTORY:

The Durham Lakes Golf and Country Club rezoning was approved in 2003 as a planned, mixed-use development consisting of 570.45 acres. The approved uses included single-family detached residential, retail and office commercial and an 18-hole golf course. The first public hearing was held on August 14, 2023.

FACTS AND ISSUES:

Rezoning of 13.356 acres, from PD-02 to PD. The applicant is requesting approval to amend and rezone the Master Plan Planned Development (PD-02) zoning district of Durham Lakes Golf and Country Club, Development Area 5 to permit 108 townhomes.

Parcel ID: 07 270001681935

Location: (Development Area 5) - Intersection of John Rivers Rd & Roosevelt Hwy

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Staff recommends approval of the applicants request to continue the public hearing of the rezoning request to the next public meeting.

ATTACHMENTS:

1. Durham Lakes Staff Report
2. Draft Ordinance_ PD_02_PD_Durham Lakes
3. Original _Zoning Ordinance and Conditions
4. Durham Lakes Development Site Plan
5. New Rezoning Application and Letter of Intent_Durham Lakes_Area 5

**CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

To: Planning and Zoning Commission

From: Denise Brookins

Date: August 8, 2023, Planning and Zoning Commission

Agenda Item: PZ23011 - Rezoning: from PD to PD - Durham Lakes (Development Area 5) - Intersection of John Rivers Rd & Roosevelt Hwy

APPLICANT/PETITIONER INFORMATION

Property Owner	Petitioner
10364 JHJ LLC	John Hardy Jones (10364 JHJ LLC)

PROPERTY INFORMATION

Address, Parcel Number	0 John Rivers Rd, Parcel No. 07 270001681935
Frontage:	John Rivers Rd
Area of Property:	Development Area 5 (13.35 acres)
Existing Zoning and Use:	Planned Development Commercial Land Use and Undeveloped
Overlay District:	N/A
Prior Zoning Cases/History:	Rezoning Approved August 12, 2003, PD-02, Durham Lakes Golf and Country Club
2035 Comprehensive Future Land Use Map Designation:	Medium Density Residential – this residential character area is meant to promote a tight knit, more walkable community with lots that are one fourth of an acre or smaller.
Proposed Zoning:	Planned Development – Single Family Attached Dwelling Residential Land Use

INTENT

Rezoning of 13.356 acres, from PD (Commercial) to PD (Residential). The applicant is requesting approval to amend and rezone the Master Plan Planned Development (PD) zoning district of Durham Lakes Golf and Country Club, Development Area 5 to permit 108 townhomes.

EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES

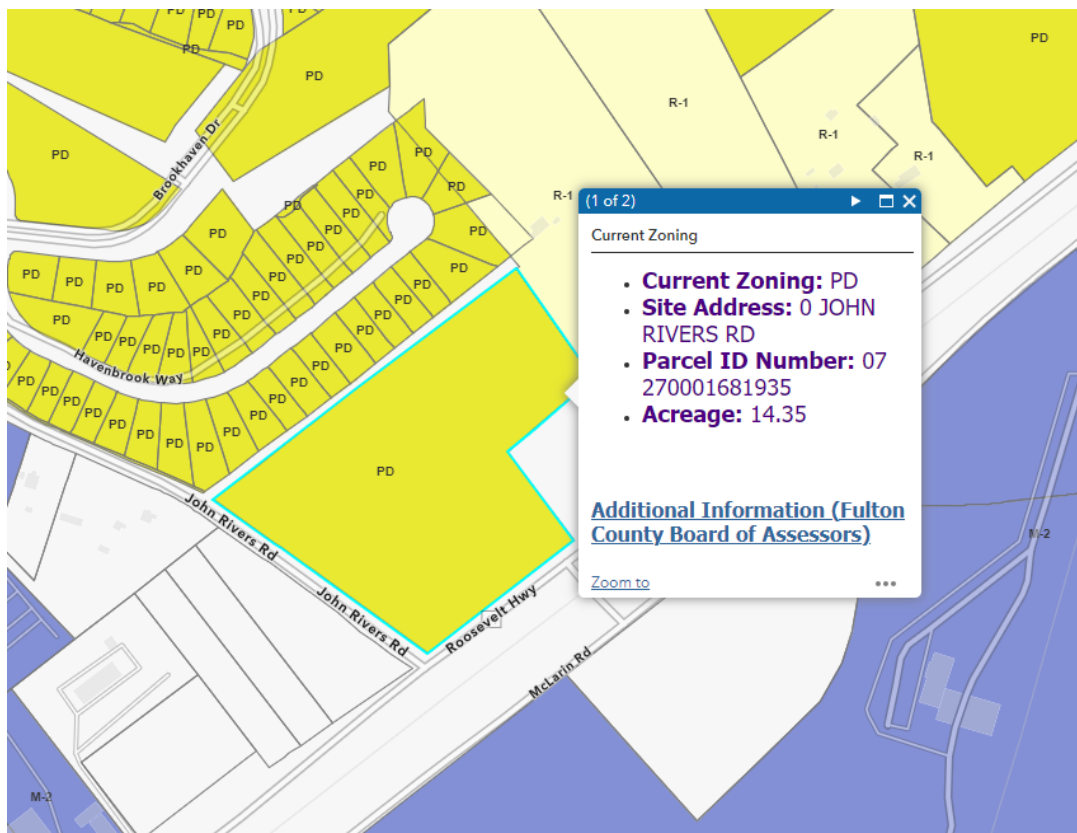
North: PD (Planned Development)

East: R-1 (Single-Family Residential District)

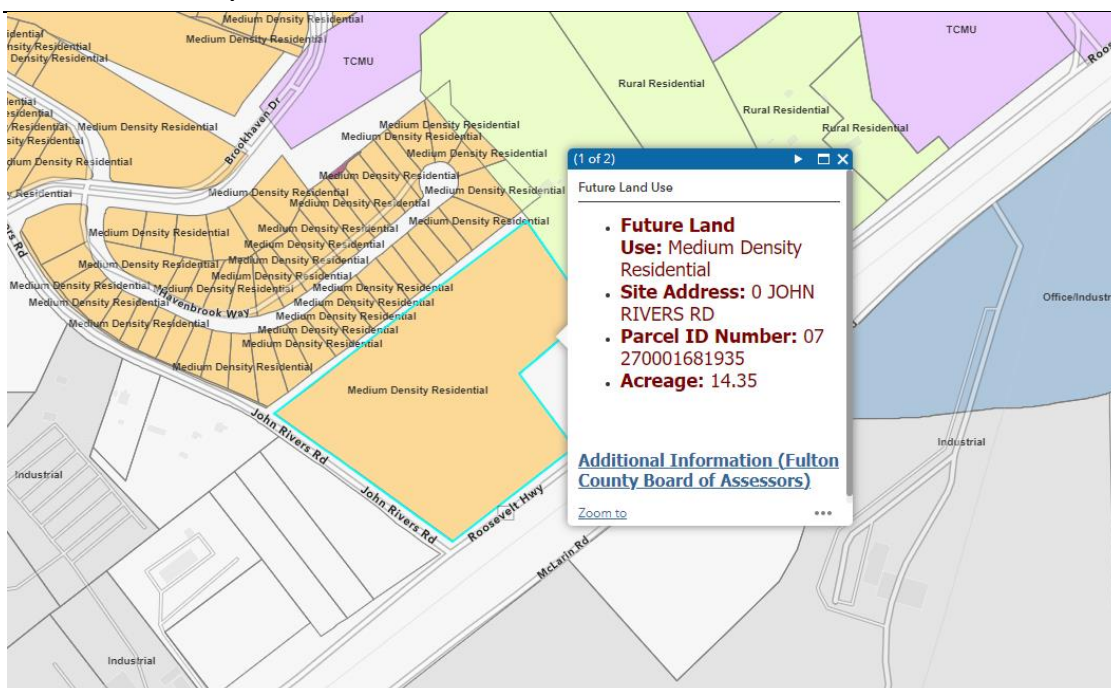
South: M-2 (Heavy Industrial)

West: Outside of the city limits

Zoning Map:



Future Land Use Map:



Site Pictures:



BACKGROUND

The subject parcel is located in development area 5 of the Durham Lake Golf and Country Club master planned community. When this development was originally annexed into the city, it was known as the Bear Claw Golf and Country Club, and it covered approximately 700 acres. Subsequently two major projects were split off from the original development, the Harbor Lakes Apartment, and the Parks at Durham Lakes Subdivision. The Durham Lake Golf and Country Club rezoning was approved on August 11, 2003, as a planned, mixed-use development consisting of 570.45 acres. The approved uses included single-family detached residential, retail and office commercial and an 18-hole golf course.

Summary of the master plan amendment and rezoning request:

II -Previously Permitted Uses

Single-Family Detached Residential Dwellings

Retail and Office Commercial

18-hole Golf Course

Accessory Buildings and Uses Incidental to the Above Use

Home Occupations

Amenity Buildings, Facilities and Lands

Publicly Owned Building, Facility and Lands

II -Proposed Permitted Use

- Single Family Attached Residential Dwellings

III-Previously Approved Development Standards

Area 5:

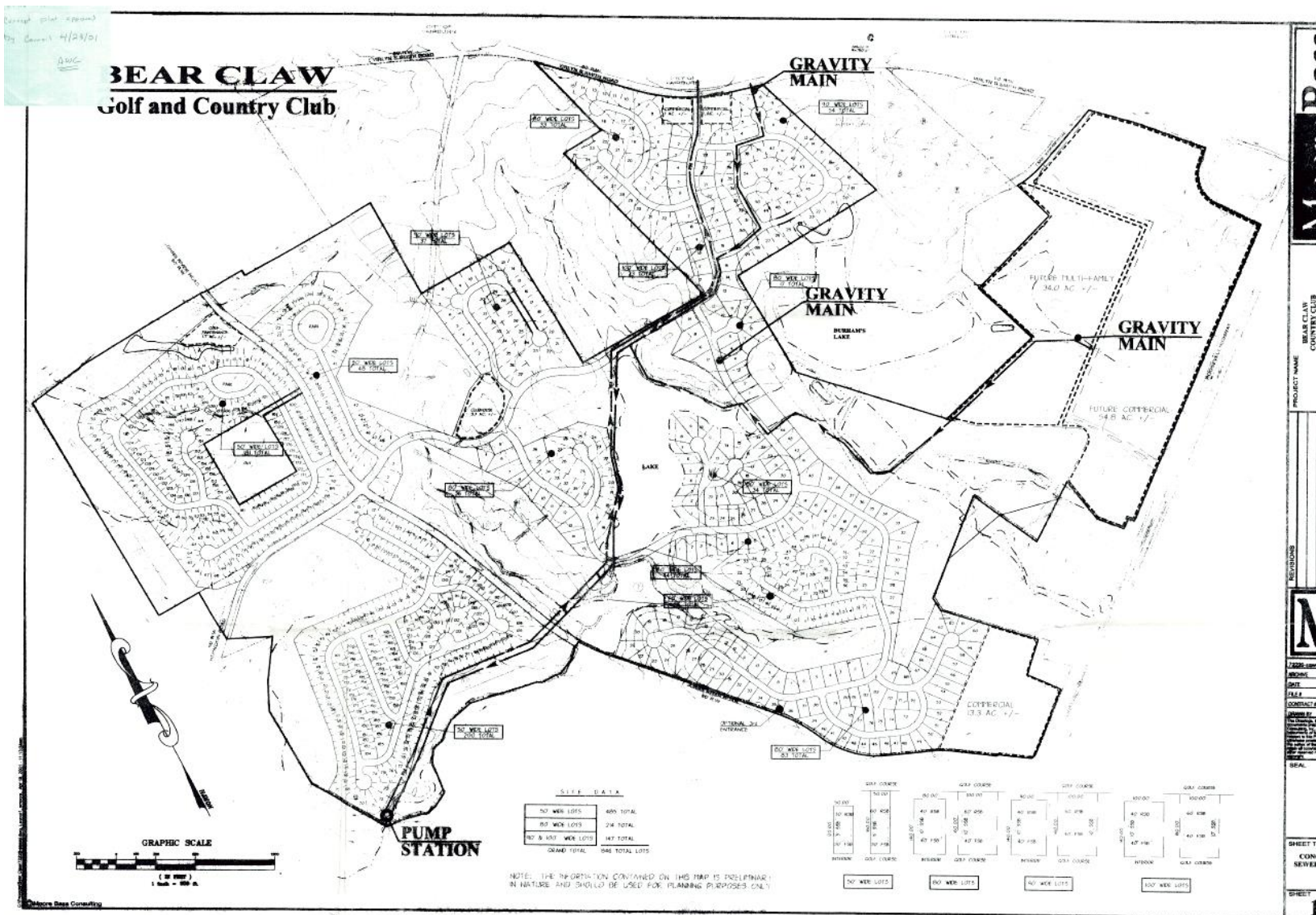
- 5-A. Development Area 5 is the retail/office commercial and single family attached residential component of this mixed-use Development project. It is comprised of 71.4 acres.
- 5-B. The total floor area of commercial space shall not exceed 714,000 square feet.
- 5-C. All the developments within this commercial area shall be in accordance with the requirements of Section 4.16 C-2 Highway Commercial District-

III-Proposed Rezoning Development Standards:

Area 5:

- Proposed 5.D. Single-Family Attached Dwelling Units
- Proposed 5-E. Maximum Number of Residential Lots = 108
- Proposed 5-F. Minimum Land Area Per Dwelling =1,200 square feet.
- Proposed 5-G. Minimum Heated Floor Area = 1,000 square feet
- Proposed 5-H. Minimum Dwelling Unit Width= 22 feet.
- Proposed 5-I. Minimum Front Yard= 15' Local/25' Collector
- Proposed 5-J. Minimum Side Yard= 10 feet (20 ft Building Separation)
- Proposed 5-K. Proposed Max Lot Coverage = 65%

Bear Claw Golf and Country Club Plan



Public Participation:

The applicant held two community meetings. The first meeting was completed on Thursday, May 22, 2023, at 6:00 p.m. at the Durham Lakes Club House [156 Durham Lake Pkwy, Fairburn], and the second meeting was virtual on June 22, 2023. Eleven property owners were at the first meeting, and attendance was significantly higher during the virtual meeting. The meeting attendees expressed concerns about the following issues:

1. Rental Restrictions/Short-Term Rentals
2. Define Medium Density
3. Parking Spaces, Noise, and Traffic Congestion
4. The request might encourage more commercial developments
5. Price point and property values
6. Fencing/Buffers
7. Demographic shift from families
8. HOA Control and Amenities
9. Neighborhood Character/Elevations/Design

STAFF COMMENTS**A. Fire Department:****THE CODE OF ORDINANCES OF FAIRBURN, GEORGIA**

Sec. 29-2. - International Fire Code amendments.

(a)Modify the International Fire Code to include:

- (1)Appendix B, Fire-Flow Requirements for Buildings.
- (2)Appendix C, Fire Hydrant Locations and Distributions.
- (3)Appendix D, Fire Apparatus Access Roads.

International Fire Code (IFC)

Appendix D, Fire Apparatus Access Roads.

Section D107 One- or Two-Family Residential Developments

- D107.1 Developments of one- or two-family dwellings where the number of dwelling units exceed 30 shall be provided with two separate and approved fire apparatus access roads.
- Only see one entrance into this section of houses.

B. Traffic Review:

In accordance with Fairburn Municipal Code Section 71-40, ADT volume along John Rivers Rd, as well as distribution of daily traffic volumes, is needed to demonstrate that the volume along the facility with the generated traffic is lower than 2,000 vehicles per day.

If this cannot be demonstrated, an acceleration lane is required at the site access point in addition to the deceleration lane in the current site plan.

C. Community Development/Public Works Comments:

1. Every developer of lands within the City of Fairburn shall provide the public improvements included in this chapter 71 of the City of Fairburn Code of Ordinance and other pertinent ordinances, codes, and regulations of the city. These public improvements, together with associated rights-of-way, easements, and other lands, shall be provided at no cost to the city and shall be dedicated or otherwise transferred, as required, to the public in perpetuity and without covenant or reservation. [Sec. 71-4]

2. When property fronting on a city street is to be developed or when the property is to be accessed from a city street, the developer shall cause to be constructed roadway improvements (pavement, signing, striping, curb and gutter and drainage) which are required along the existing road across the entire property frontage at no cost to the city. [Sec. 71-37 (a)]

Show the installation of roadway improvements (curb & gutter, drainage, etc.) along John Rivers Road and Roosevelt Highway/SR 14 on the Concept Plan.

3. Additional Street right-of-way width may be required to be dedicated at intersections or other locations fronting the property where turning lanes, storage lanes, medians, islands, or realignments are required for traffic safety and minimum right-of-way standards would be inadequate to accommodate the improvements. [Sec. 71-36 (c)]

4. The developer shall be responsible for the cost of relocation and/or modifications of public and/or private utilities as necessitated by the required street improvements. [Sec. 71-37 (c)]

5. Turning lanes may be required by the city to meet projected traffic demand and/or safe operations, as determined by the city engineer.

When provided, turning lanes shall meet the following criteria:

- Provide not less than 150 feet of storage length for arterial roadways.
- Provide not less than 100 feet of storage length for collector roadways.
- Provide taper lengths of not less than 100 feet.

o Longer storage and taper lengths may be required when traffic projections indicate they are justified.

[Sec. 71-38(4)]

The concept plan should be revised to show a minimum 100-foot taper length.

6. Acceleration and deceleration lanes shall be provided at proposed driveway connection unless a traffic study demonstrates that the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date). [Sec. 71-40]

7. The City of Fairburn defers to the most recent edition of the GDOT Regulations for Driveway and Encroachment Control to determine driveway/entrance spacing & placement requirements, minimum requirements for left turn lanes at proposed entrances, minimum design elements for left turn lanes, and other traffic safety and design elements not specifically captured in the City of Fairburn's Code of Ordinances, rules, regulations, standards, and/or specifications. In instances where there is conflict between the GDOT requirements and City of Fairburn requirements, the most restrictive or that imposing the highest standards shall govern. That said, if it is anticipated that left turn volumes into the proposed development will exceed the GDOT threshold, a left turn lane will be required.

The GDOT threshold is 300 left turning vehicles for a two-lane roadway with a speed limit of 35 MPH and an AADT less than 6,000 VPD.

Show installation of a left-turn at the proposed entrance unless deemed unwarranted by a traffic study.

The Trip Generation/Turn Lane Analysis provided should be updated to demonstrate that the proposed entrance does not exceed this threshold to substantiate a left-turn lane is unwarranted.

8. John Rivers Road must be overlaid with 1" of 9.5mm A.C in accordance with City of Fairburn Detail No. R012/Roadway Widening Sections. **Show 1" overlay at the widening section across the entire roadway.**

9. In the event that a development has access to a substandard street and if that substandard street provides the primary means of access to the development, the substandard street shall be fully upgraded, and the full width of the roadway overlaid with asphaltic concrete surface course along the entire property frontage and continuing to the nearest standard paved road along the route of primary access. [Sec. 71-39]

10. All of the materials, methods of construction, and workmanship for street construction shall conform to the latest edition of the state department of transportation Standard Specifications for Road and Bridge Construction, including all amendments. [Sec. 71-42]

11. All future driveway connections on Bohannon Road are subject to the GDOT Regulations for Driveway and Encroachment Control.

12. All new streets or street widening sections shall be provided with curb and gutter. [Sec. 71-45]

13. Sidewalks are required along the entire project frontage from property line to property line and on both side of all internal streets. All sidewalks shall have a minimum width of five feet and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards, city's development standards. [Sec. 71-46]

The installation of sidewalk should be shown along Roosevelt Highway/SR 14 unless deemed unwarranted by the Georgia Department of Transportation. This requirement should be reflected on the proposed Concept Plan.

14. Commercial Driveway are required at all commercial entrances to delineate public from private. Commercial drives need to extend a minimum of 12 feet from the edge of pavement or to the right-of-way.

Show commercial driveway at the proposed entrance on the Concept Plan if the internal streets are to be private.

15. All pavement markings installed on asphalt within the public right-of-way shall be thermoplastic material; 1.5-inch black contract tape shall be installed for crosswalks on concrete.

16. Traffic control devices consisting of street name signs, traffic control signs, traffic markings and traffic signals shall be provided by the developer as appropriate to serve each development. All traffic control devices and installation thereof shall conform to the specifications of the Federal Highway Administration publication, Manual on Uniform Traffic Control Devices, current edition and ANSI D6.1e. [Sec. 71-47]

17. The developer shall provide all necessary street lighting in accordance with the standards of the American National Standard Practice for Roadway Lighting, current edition, but in no case less restrictive than one fixture at each street intersection and at an interval not exceeding one fixture for every 400 feet of roadway. The developer shall provide such lighting at no cost to the city. [Sec. 71-48]

18. Site utilities serving the site shall be placed underground.[Sec. 71-72]

19. If existing water mains and/or sanitary sewers must be extended to serve a development, the developer shall install or have installed the necessary extensions at no cost to the city under the existing city policy and procedures at plan approval time. [Sec. 71-74]

20. All stormwater runoff generated from a site shall be adequately treated before discharge. [Sec. 71-1003]

21. Dry detention ponds shall be designed to provide positive drainage on the pond floor to the outlet of the pond. Side slopes shall be designed to have a maximum of three feet horizontal to one-foot vertical (3:1) slopes. If the 100-year maximum water surface depth is equal to or greater than four feet, then a black, vinyl-coated, four-foot chain-link fence with top and bottom rails shall be constructed around the detention pond with a 20-foot gate provided to allow access. [Sec. 71-1021]

D. General Zoning Impact Review:

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The property is located south of the established Brookhaven subdivision. Most of the adjacent residential lot sizes and homes are larger than the proposed development.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

While a single-family development might be a suitable use in this location, the intensity of development may adversely affect the existing use and usability of the significantly lower-density subdivisions immediately surrounding the subject property.

C. Does the property have reasonable economic use as currently zoned?

Yes. The property has reasonable economic use as currently zoned.

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

The proposed rezoning and development would increase traffic on existing streets, given the requested density, a traffic impact report will be required. An increase in impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff; however, these impacts would be mitigated with appropriate conditions, site development requirements, transportation improvements and planning. An increased impact is anticipated on school enrollment.

The developer maybe required to conduct a traffic study before the issuance of the land disturbance permit to determine existing traffic operating conditions in the vicinity of the proposed development, project future traffic volumes, assess the impact of the subject development, and develop recommendations to mitigate the project traffic impacts and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.

E. Is the proposal in conformity with the policies and intent of the land use plan?

Most of the surrounding residential developments are primarily low to medium density residential. The applicant is seeking to develop 108 townhomes on the subject property with a walking trail and green space. The applicant has provided elevations for consideration.

The comprehensive plan housing goals include the following details:

1. Ensure housing options for all ages
 - A. Recruit developers to build more senior housing both for rent and for sale
 - B. As the Downtown colleges expand, revisit the need for student housing near the campuses
 - C. Audit the Zoning Ordinance to ensure all needed housing types are allowed in the City of Fairburn
2. Increase the number of housing units in Downtown Fairburn to support the number and types of businesses desired in our vibrant downtown and to support continued and enhanced transit service.

- A. Update Zoning Ordinance and Map to allow Downtown residential development to be built at transit-supportive densities
- B. Recruit developers to build loft apartments as a part of mixed-use developments downtown
- C. Implement the LCI study

The rezoning request to allow townhomes will provide additional housing options, but the development is not targeting seniors and the request is not in the downtown area. The subject property future land use designation is Medium Residential, this residential character area is meant to promote a tight knit, more walkable community with lots that are one-fourth of an acre or smaller. The requested density would be smaller with lot areas totaling 1,200 sq ft.

The comprehensive plan recommends that higher density residential, such as townhouses and apartments, in addition to single-family residential in the Downtown Mixed-Use Character area. This development is not in the Downtown Mixed-Use Character area. Although the applicant is requesting approval to allow for residential use, the proposed density, at approximately 8.2 units per acre, does not align with the housing goals outlined in the comprehensive plan.

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Most of the adjacent properties are developed with single-family homes on larger lots. The scale of the development is substantially denser compared to the surrounding developments.

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

To the best of staff's knowledge, the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn. The developer will be required to adhere to the City's stream buffer ordinance and best management practices (BMP).

H. Final review of the standards governing the exercise of zoning powers:

(1) Whether the proposal is consistent and/or compatible with the city's plans, goals and objectives reflected in the city's comprehensive plan.

As stated in the initial review,

The comprehensive plan housing goals include the following details:

1. Ensure housing options for all ages
 - A. Recruit developers to build more senior housing both for rent and for sale
 - B. As the Downtown colleges expand, revisit the need for student housing near the campuses
 - C. Audit the Zoning Ordinance to ensure all needed housing types are allowed in the City of Fairburn
2. Increase the number of housing units in Downtown Fairburn to support the number and types of businesses desired in our vibrant downtown and to support continued and enhanced transit service.
 - A. Update Zoning Ordinance and Map to allow Downtown residential development to be built at transit-supportive densities
 - B. Recruit developers to build loft apartments as a part of mixed-use developments downtown
 - C. Implement the LCI study

The subject property future land use designation is Medium Residential, this residential character area is meant to promote a tight knit, more walkable community with lots that are one-fourth of an acre or smaller. The requested density would be smaller with lot areas totaling 1,200 sq ft.

The comprehensive plan recommends that higher density residential, such as townhouses and apartments, in addition to single-family residential in the Downtown Mixed-Use Character area. This development is not in the Downtown Mixed-Use Character area. Although the applicant is requesting approval to allow for residential use, the proposed density, at approximately 8.2 units per acre, does not align with the housing goals outlined in the comprehensive plan.

(2) How the proposal impacts the purposes of the overall zoning scheme, and whether the proposed change furthers the purposes of these zoning regulations. Applications for zoning amendments that do not contain specific site plans carry a rebuttable presumption that the proposed change shall adversely affect the zoning scheme.

The applicant has provided a site plan. The proposed development includes a residential use that aligns with the comprehensive plan, but the proposed density could adversely impact the surrounding area.

(3) How the proposal impacts the character of the zoning district, the particular piece of property, neighborhoods, or the community.

The proposed density and development will change the character of the zoning district and significantly impact the neighborhood and/or surrounding community. The Planned Development zoning district allows for flexible creative concepts, but the development standards also recommend protecting neighboring properties by requiring larger peripheral lots adjacent to larger lot developments. The applicant is proposing a development which is significantly smaller than the adjacent lots. The applicant is proposing lot areas totaling 1,200 square feet adjacent to lots that are 6,000 square feet or higher.

(4) Whether the proposal creates an isolated district unrelated to adjacent properties and nearby districts.

No. The proposed use would not create an isolated district.

(5) How the proposal impacts the aesthetic character of existing and future uses of the property and the surrounding area.

The proposed development aesthetic character is different than the existing development and the other future uses which call for rural development. The proposed development, building form, streetscape, architectural character, size, scale, and style are different than the surrounding area. Without incorporating more of the existing neighborhood characteristics, the new proposed development could negatively affect the surrounding properties.

(6) Whether the proposal is consistent with adjacent development densities and the density patterns reflected in the comprehensive plan.

No. The proposed density pattern is not consistent with adjacent development densities.

(7) How the proposal impacts the public health, safety, and general welfare.

The applicant has not provided a traffic impact study or proposed any intersection improvements.

The development could negatively impact public safety, given that the location is near the edge of a master-planned community and Roosevelt Highway which is an area that already experiences heavy traffic.

Additionally, GDOT recommends that due to the large development impact on the roadway, a traffic impact study should be completed including the intersection of John Rivers Road and Roosevelt Hwy to assess the possible need for improvements at the intersection with GDOT roadway.

(8) How the proposal impacts water, sewerage, other public facilities, or public services, and how the proposed amendment impacts expenditures of public funds.

The applicant is responsible for all public improvements.

(9) How the proposal impacts traffic safety and congestion.

The proposed rezoning and development would increase traffic on existing streets, given the requested density, a traffic impact report will be required. An increase in impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff; however, these impacts would be mitigated with appropriate conditions, site development requirements, transportation improvements and planning. An increased impact is anticipated on school enrollment.

(10) How the proposal impacts environmental conditions, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, water quality and quantity.

To the best of staff's knowledge, the proposal would not permit a use which could be considered environmentally adverse to the erosion and sedimentation, flooding, air quality, water quality standards.

(11) How the proposal impacts the provision of adequate light and air.

To the best of staff's knowledge, the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn. The developer will be required to adhere to the City's stream buffer ordinance and best management practices (BMP).

(12) How the proposal impacts the value of adjacent property.

As mentioned in the initial review, while a single-family development might be a suitable use in this location, the intensity of development may adversely affect the existing use and usability of the significantly lower-density subdivisions immediately surrounding the subject property.

(13) Whether there are substantial reasons why the property cannot be used in accordance with existing regulations.

Although undeveloped, the property does have a reasonable economic use as currently zoned.

(14) Preservation of the integrity of residential neighborhoods shall carry greater weight than other factors. Where property fronts on a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall carry greater weight.

Given the proposed use, staff is recommending conditions to allow the proposed use to co-exist with the surrounding property. The conceptual site plan, elevations, and density should be modified to better preserve the integrity of the surrounding residential neighborhoods.

Planning and Zoning Commission Public Meeting Summary:

The Planning and Zoning Commission held a public meeting and recommended approval with the conditions recommended by staff. One resident spoke in support of the request.

Staff Recommendation:

Based on the staff's evaluation of the request and the standards for rezoning review, the Department of Planning and Zoning recommends **APPROVAL** of the rezoning request with the following conditions:

1. Prior to any site disturbance or building permits being issued for the project, the staff comments listed in this report must be addressed and approved by each department.
2. A traffic impact analysis may be required if the proposed planned development meets the thresholds determined by the Public Works and Community Development Department.
3. Implement traffic improvement/or traffic control recommendations from the Public Works and Community Development department and suggested by the pending traffic impact analysis to be submitted by the applicant.
4. A mandatory homeowner association shall be created and shall be governed by a declaration of covenants, conditions, and restrictions. The homeowner association shall be responsible for the maintenance of the required buffer, detention ponds, common areas, preserved open space within the property, community amenities, alleys and pedestrian path.
5. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
6. A fence and minimum 30-feet wide vegetative buffer will be required on the rear of any parcel adjacent to existing medium or low density residential developments, all proposed landscaping and fencing materials must be approved by staff.
7. A planted buffer and fencing shall be provided along Roosevelt Highway and John Rivers, all proposed landscaping and fencing materials must be approved by staff.
8. Additional landscaping may be required alongside side elevation facing public roads.
9. The common walking trail shall be constructed of asphalt or some other hard surface material and shall be installed prior to issuance of the final certificate of occupancy for the first residential building.

10. Amenities along with the walking trail should include one of the following: sport court(s), a dog park with equipment, playground, or gazebos.
11. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
12. The front and rear yards of the townhouse units shall be sodded.
13. The entrance shall include ornamental plantings, as approved by Staff.
14. Under no circumstances shall any mechanical equipment or related elements such as air conditioning units, meter boxes and utility conduits, HVAC mechanical equipment systems, satellite dishes or any other similar mechanical equipment or related elements be attached or mounted to any exterior building elevation that is visible from pedestrian view from required sidewalks along adjacent private streets or sidewalks abutting a common area or community amenity. Any mechanical equipment or related elements located at finished grade shall be completely screened from view with dense, evergreen landscaping or an opaque wall veneered in brick, indigenous rock or natural stone, with an appearance that is complementary to the architecture of the dwelling unit.
15. All utilities shall be buried underground.
16. Parking shall be on a paved or concrete surface.
17. The developer shall provide a minimum five-foot sidewalk and landscape strip between the back of curb along both sides of all internal streets and one canopy tree for each 50 feet of street frontage.
18. Development Standards:

Minimum lot size:	3,000 square feet
Minimum heated floor area	1,200 square feet
Minimum lot width:	25 feet
Maximum building height:	48 ft
Yard Requirements:	
– Front: 20 ft – Rear: Five feet minimum – Side yard, corner: Five feet minimum, and 15 feet maximum. – Side yard, interior: There shall be no minimum distance between attached dwelling units; and a minimum ten-foot setback on end units creating a minimum distance of 20 feet between groups of townhouse dwelling units.	

19. A minimum of three and a maximum of eight units shall be allowed in each row of townhouses.
20. The applicant must submit an updated conceptual site plan and building elevations subject to approval of the Planning Commission and in compliance with the enclosed development and design guidelines recommendations.

Development and Architectural Design Recommendations:

- (1) Provide architectural details to enhance scale and interest on the building facade by breaking it up into distinct planes that are offset from the main building façade. Porches and stoops can be used to orient housing towards the street and promote active and interesting neighborhood streetscapes.
- (2) Alternate different textures, colors, materials, and distinctive architectural treatments to add visual interest while avoiding dull and repetitive façades.
- (3) Integrate varied roof lines through the use of sloping roofs, modulated building heights, gables, dormers, or other architectural solutions.
- (4) Include overhead architectural features such as eaves, awnings, canopies, trellises, or cornice treatments at entrances and windows that provide shade, provide passive cooling, and reduce daytime heat gain.
- (5) Foundations shall be brick or natural stone. Where another type of structural material is used, it shall be faced with brick, cast stone or natural stone no less than six inches in depth.
- (2) No vinyl or EIFS (synthetic stucco) shall be permitted. The exterior materials on all dwelling units shall be no less than 40 percent brick, indigenous rock or natural stone; with the balance of each elevation being brick, cementitious siding, indigenous rock, natural stone, natural wood shake, natural wood shingles or natural wood siding.
 - a. All-natural wood siding shall be painted or stained.
 - b. All natural wood shakes and natural wood shingles shall be smooth-cut and stained.
- (3) Where multiple exterior materials are used on a single dwelling, they shall only be combined on each facade horizontally, with the heavier material below the lighter.
- (4) The rear façade and the side façades shall be of the same construction quality, the same exterior finish and exterior color as the front façade.
- (7) Porches or Stoops, where facing streets or open spaces, shall be between four feet and six feet deep, and constructed of brick, indigenous rock or natural stone material matching the adjacent building façade.
- (8) Doors and windows shall be rectangular in orientation and proportion, with the height of the door or window opening greater than its width where facing streets or open spaces.
- (11) Dwellings shall have pitched roofs meeting the following standards:
 - a. Pitched roofs shall be sloped no less than 6:12, except that pitched roof structures for attached sheds, porches, or stoops may be sheds, with pitches no less than 2:12.
 - b. Pitched roofs shall be clad in asphalt shingles, natural slate or wood shingles, except that standing seam metal may be used provided that it complements an architectural style while minimizing glare.
 - c. The eaves of pitched roofs shall overhang exterior walls a minimum of 12 inches.
- (12) The design of façades fronting streets or open spaces shall be further subject to the requirements as provided in below:
 - a. The principal entrance shall be a porch or stoop and face the street or preserved open space area.

- b. Exterior stairs shall have enclosed risers of brick, concrete, indigenous rock or natural stone.
- c. Façades shall be articulated at intervals a maximum length of 40 feet to avoid blank walls.
- d. Façades shall be no less than 15 percent glazed in clear glass.
- f. Doors and windows in upper floors shall align with those below.
- g. Porch or Stoops shall be covered by a pitched roof structure.
- h. Porch or Stoops shall not be enclosed with glass, plastic or screen wire.
- i. Porch or Stoops shall be raised a minimum of two feet from the average sidewalk grade.

Off-street parking and loading space requirements.

- (1) Doors of each residential parking garages shall contain decorative, carriage style architectural elements that are complimentary to the architecture of the townhouse. The required enclosed residential parking garage may be integrated into the architectural design of the dwelling unit, or detached. Detached residential parking garages shall be located in the rear yard.
- (2) A minimum of 60 percent of the townhouse dwelling units shall have the residential parking garages located in the rear yard. Access to the required enclosed residential parking garage shall be provided from an alley in the rear. The enclosed residential parking garage shall be setback a minimum of ten linear feet from the alley edge of pavement.
- (3) A maximum of 40 percent of townhouse dwelling units may have residential parking garages located in the front yard. The residential parking garage shall be setback a minimum of 25 feet from the back of the curb of the adjacent street to accommodate for vehicular parking in the driveway without impeded pedestrian access on the adjacent sidewalk. Garage doors shall be recessed at least one foot behind the front wall plane of the dwelling unit or a second-story element over the garage door shall be provided that extends at least one foot beyond the front wall plane. All front-loaded garages would have a decorative garage door with a minimum of two enhance architectural features including windows, raised panels, decorative panels, arches, hinge straps or other architectural features. Flat panel garage doors would be prohibited.

Re: REZONING ORDINANCE _____
Property of 10364 JHJ, LLC
0 John Rivers Road, 13.35 acres
Parcel No.: 07 270001681935
Land Lot 167
District 7

**STATE OF GEORGIA
COUNTY OF FULTON**

**AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY
LIMITS OF THE CITY OF FAIRBURN FROM PD-02 (PLANNED DEVELOPMENT)
ZONING DISTRICT TO PD (PLANNED DEVELOPMENT) ZONING DISTRICT; TO
PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO
REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES**

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY
OF THE SAME:

Section 1. That the City of Fairburn Zoning Ordinance be amended, the official maps as established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from PD-02 (Planned Development) Zoning District to PD (Planned Development) Zoning District. Further, Rezoning Ordinance 2003-19Z, Exhibit B The Durham Lakes Golf and Country Club Community PD-02 Planned Development, approved August 11, 2003 Section III. Development Standards, Area 5 and PD-08 Planned Development shall be amended as indicated on Exhibit "B" in order to allow 108 townhomes, subject to the following conditions:

1. Prior to any site disturbance or building permits being issued for the project, the staff comments listed in this report must be addressed and approved by each department.
2. A traffic impact analysis may be required if the proposed planned development meets the thresholds determined by the Public Works and Community Development Department.
3. Implement traffic improvement/or traffic control recommendations from the Public Works and Community Development department and suggested by the pending traffic impact analysis to be submitted by the applicant.
4. A mandatory homeowner association shall be created and shall be governed by a declaration of covenants, conditions, and restrictions. The homeowner association shall be responsible for the maintenance of the required buffer, detention ponds, common areas, preserved open space within the property, community amenities, alleys and pedestrian path.
5. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

6. A fence and minimum 30-feet wide vegetative buffer will be required on the rear of any parcel adjacent to existing medium or low density residential developments, all proposed landscaping and fencing materials must be approved by staff.
7. A planted buffer and fencing shall be provided along Roosevelt Highway and John Rivers, all proposed landscaping and fencing materials must be approved by staff.
8. Additional landscaping may be required alongside side elevation facing public roads.
9. The common walking trail shall be constructed of asphalt or some other hard surface material and shall be installed prior to issuance of the final certificate of occupancy for the first residential building.
10. Amenities along with the walking trail should include one of the following: sport court(s), a dog park with equipment, playground, or gazebos.
11. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
12. The front and rear yards of the townhouse units shall be sodded.
13. The entrance shall include ornamental plantings, as approved by Staff.
14. Under no circumstances shall any mechanical equipment or related elements such as air conditioning units, meter boxes and utility conduits, HVAC mechanical equipment systems, satellite dishes or any other similar mechanical equipment or related elements be attached or mounted to any exterior building elevation that is visible from pedestrian view from required sidewalks along adjacent private streets or sidewalks abutting a common area or community amenity. Any mechanical equipment or related elements located at finished grade shall be completely screened from view with dense, evergreen landscaping or an opaque wall veneered in brick, indigenous rock or natural stone, with an appearance that is complementary to the architecture of the dwelling unit.
15. All utilities shall be buried underground.
16. Parking shall be on a paved or concrete surface.
17. The developer shall provide a minimum five-foot sidewalk and landscape strip between the back of curb along both sides of all internal streets and one canopy tree for each 50 feet of street frontage.
18. Development Standards:

Minimum lot size:	3,000 square feet
Minimum heated floor area	1,200 square feet
Minimum lot width:	25 feet
Maximum building height:	48 ft
Yard Requirements:	
– Front: 20 ft – Rear: Five feet minimum – Side yard, corner: Five feet minimum, and 15 feet maximum. – Side yard, interior: There shall be no minimum distance between attached dwelling units; and a minimum ten-foot setback on end units creating a minimum distance of 20 feet between groups of townhouse dwelling units.	

19. A minimum of three and a maximum of eight units shall be allowed in each row of townhouses.
20. The applicant must submit an updated conceptual site plan and building elevations subject to approval of the Planning Commission and in compliance with the development and design guidelines listed in the staff report dated August 8, 2023.

Section 2. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 3. That the official maps referred to on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

Section 4. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 5. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th day of August, 2023; and

Section 6. This Ordinance shall become effective on the 14th day of August, 2023.

Section 7. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 14th day of August, 2023, by the Mayor and Council of the City of Fairburn, Georgia.

Mario Avery, Mayor

ATTEST:

Brenda James, City Clerk

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

Exhibit A

All that tract or parcel of land lying and being in Land Lot 167, 7th District, Fulton County, Georgia, comprising 13.24 acres, as shown on plat of survey for John Hardy Jones & Robert C. Baral by Conkle - Lane & Associates (G. Tim Conkle, Registered Land Surveyor), dated April 18, 2013, and being more particularly described as follows:

BEGINNING at a right of way monument found at the mitered intersection of the northeasterly side of John Rivers Road and the northerly side of Roosevelt Highway, also known as U.S. Highway 29 - State Highway 14; running thence North 52 degrees 07 minutes 11 seconds West along the northeasterly right of way of John Rivers Road 283.11 feet to a iron stake placed; thence South 36 degrees 03 minutes 11 seconds West along the northwesterly right of way of John Rivers Road 9.97 feet to a concrete marker found; thence North 54 degrees 40 minutes 27 seconds West along the northeasterly right of way of John Rivers Road 328.41 feet to an iron stake found; thence northwesterly along the northeasterly right of way of John Rivers Road and following the curvature thereof to the left (said curve having a radius of 880.00 feet and being subtended by a chord bearing of North 59 degrees 43 minutes 53 seconds West and a distance of 126.97 feet) 127.08 feet to an iron stake found; thence, leaving said right of way, North 52 degrees 10 minutes 31 seconds East 9.76 feet to an iron stake found; thence North 52 degrees 02 minutes 49 seconds East 89.73 feet to an iron stake found; thence North 52 degrees 04 minutes 59 seconds East 74.31 feet to an iron stake found; thence North 52 degrees 08 minutes 30 seconds East 69.96 feet to an iron stake found; thence North 52 degrees 05 minutes 44 seconds East 58.30 feet to an iron stake found; thence North 52 degrees 01 minutes 40 seconds East 50.01 feet to an iron stake found; thence North 52 degrees 07 minutes 21 seconds East 50.07 feet to an iron stake found; thence North 52 degrees 05 minutes 52 seconds East 49.93 feet to an iron stake found; thence North 52 degrees 08 minutes 45 seconds East 50.56 feet to an iron stake found; thence North 52 degrees 06 minutes 45 seconds East 49.95 feet to an iron stake found; thence North 52 degrees 00 minutes 55 seconds East 53.05 feet to an iron stake found; thence North 52 degrees 07 minutes 32 seconds East 53.01 feet to an iron stake found; thence North 52 degrees 02 minutes 10 seconds East 52.98 feet to an iron stake found; thence North 51 degrees 55 minutes 43 seconds East 111.33 feet to an iron stake found; thence North 52 degrees 10 minutes 32 seconds East 171.24 feet to an iron stake found; thence North 52 degrees 00 minutes 48 seconds East 39.09 feet to an iron stake found; thence South 43 degrees 38 minutes 11 seconds East 187.86 feet to an iron stake found; thence South 44 degrees 18 minutes 38 seconds East 202.24 feet to an iron stake found; thence South 46 degrees 45 minutes 05 seconds West 284.69 feet to an iron stake found; thence South 37 degrees 10 minutes 50 seconds East 284.88 feet to an iron stake placed on the northwesterly right of way of Roosevelt Highway; thence South 52 degrees 30 minutes 42 seconds West along the northwesterly right of way of Roosevelt Highway 199.26 feet to a right of way marker found; thence South 37 degrees 47 minutes 00 seconds East along the southwesterly right of way of Roosevelt Highway 12.01 feet to a right of way marker found; thence South 54 degrees 05 minutes 13 seconds West along the northwesterly right of way of Roosevelt Highway 350.01 feet to a right of way marker found; thence South 81 degrees 54 minutes 04 seconds West along the northerly right of way of Roosevelt Highway 25.79 feet to a right of way monument found on the northeasterly right of way of John Rivers Road and the point of beginning.

THIS DEED is given to correct the description contained in that certain prior Quitclaim Deed

Re: REZONING ORDINANCE 2003 - 192
Property of Durham Lakes Golf and Country Club
Community; 570.45 acres; Land Lots 49 and 50,
9F District; Land Lots 152, 153, 167, 168, 169, 174
and 175, 7th District; Fairburn,
Fulton County, Georgia

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY
OF FAIRBURN, GEORGIA, TO REZONE CERTAIN REAL PROPERTY
WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN; TO PROVIDE
FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF
THE SAME THAT:

Section 1. The area of the City of Fairburn, known as the *Durham Lakes Golf and Country Club Tract*, as described in Exhibit A and Exhibit B, which are attached to and incorporated as part of this Ordinance, is hereby zoned **PD-02 Planned Development** unless and until changed, revised or amended.

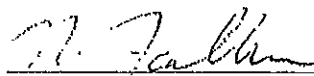
Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council hereby declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 3. This Ordinance shall become effective on the 12th day of August 2003.

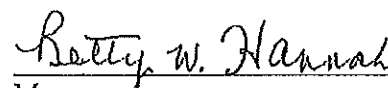
Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 11th day of August, 2003 by the Mayor and Council of the City of Fairburn, Georgia.

ATTEST:

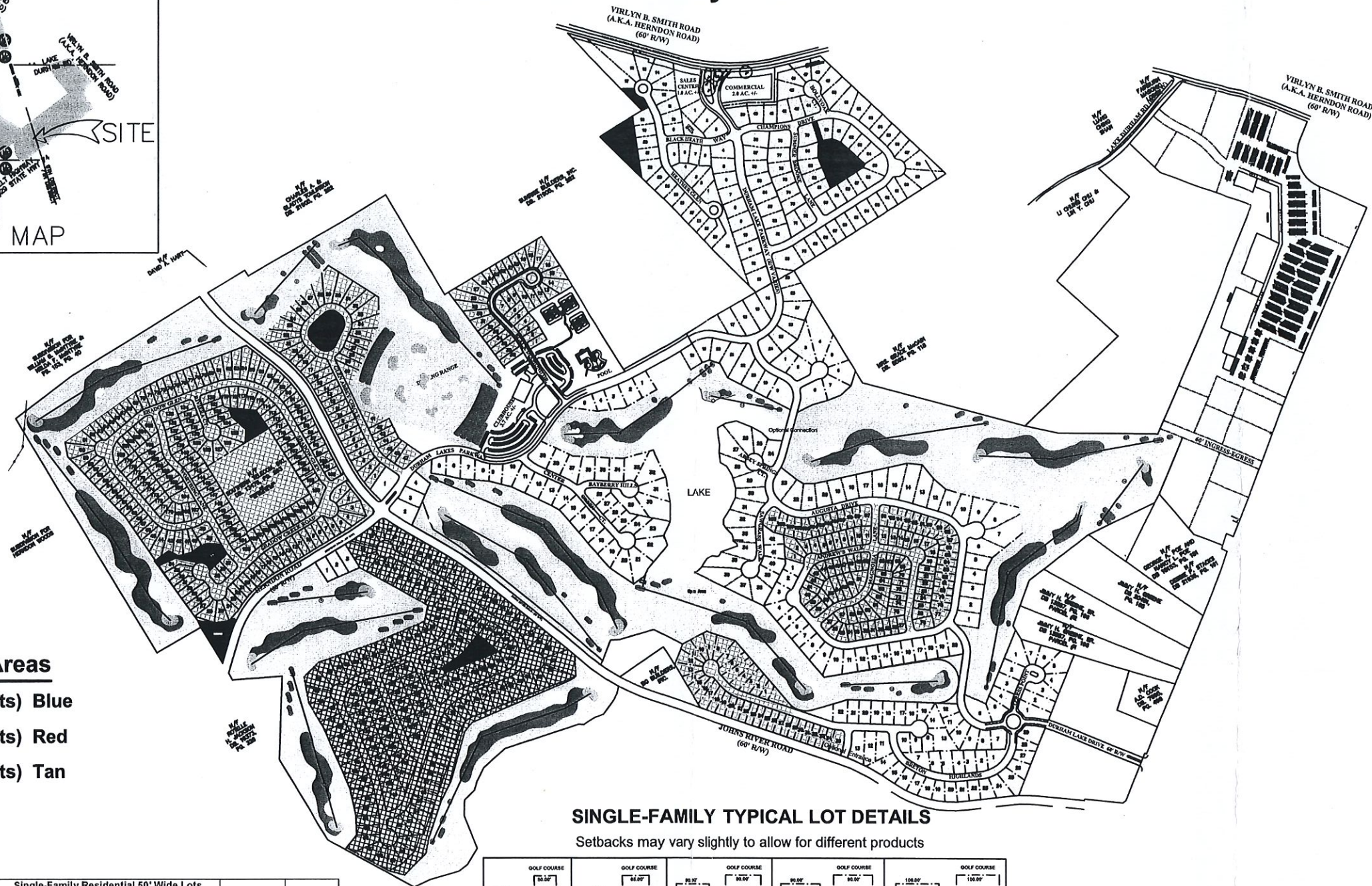


City Clerk
[SEAL]



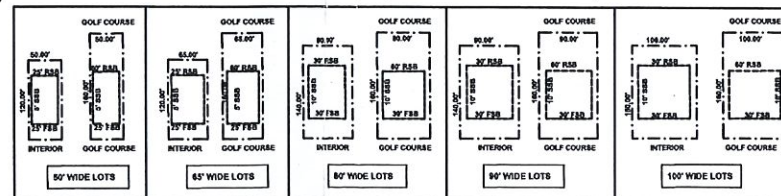
Mayor

LOCATION MAP



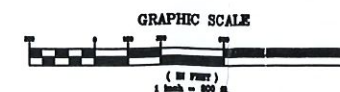
Area 1 (50' wide lots) Blue
Area 2 (65' wide lots) Red
Area 3 (80' wide lots) Tan

Setbacks may vary slightly to allow for different products



The total lot numbers are estimated and will be finalized during construction plan preparation for each phase. The development will not exceed the maximum number of lots allowed during the zoning process. (872 total lots)

50' WIDE LOTS	423 TOTAL
65' WIDE LOTS	157 TOTAL
80'-100' WIDE LOTS	292 TOTAL
GRAND TOTAL	872 TOTAL LOTS



Development Area 1	Single-Family Residential 50' Wide Lots	
Begin construction in 2002		
Estimate Additional Phase Every One to Two Years		
Development Area 2	Single-Family Residential 65' Wide Lots	
Estimate Begin construction in 2003		
Estimate Additional Phase Every One to Two Years		
Development Area 3	Single-Family Residential 80-100' Wide Lots	
Begin construction in 2002		
Estimate Additional Phase Every One to Two Years		
Development Area 4	Golf Course	
Activity		Schedule
Design and Environmental Permitting		2001-03
Begin Construction		2004
Complete Construction		2006
Open Golf Course		2006
Development Area 5	Commercial	
Phase		Schedule
		2004

General Notes

135 North Park Place·Suite 100
Stockbridge, Georgia 30281

No.	Revision/issue	Date

Firm Name and Address

Project Name and Address

Durham Lakes Development

Project	Sheet
Date	
Book	

EXHIBIT B
THE DURHAM LAKES GOLF AND COUNTRY CLUB COMMUNITY
PD-02 Planned Development
Approved August 11, 2003

I. Purpose

This is a planned, mixed-use development consisting of 570.45 acres located on the northwest side of the City, north of US Highway 29 and southwest of Virlyn B. Smith Road. It is more particularly described in Exhibit A. The planned uses are single-family detached residential, retail and office commercial, and an 18-hole golf course.

II. Permitted Uses

- A. Single-Family Detached Residential Dwellings (872)
- B. Retail and Office Commercial (714,000 square feet)
- C. 18-hole Golf Course
- D. Accessory Buildings and Uses Incidental to the Above Use
- E. Home Occupations
- F. Amenity Buildings, Facilities and Lands
- G. Publicly Owned Buildings, Facilities and Lands

III. Development Standards

AREA 1:

- 1-A. Development Area 1 is a residential component of this mixed-use development project. It is comprised of 117.6 acres.
- 1-B. Maximum Number of Residential Lots = 423.
- 1-C. Minimum Lot Area = 6000 square feet.
- 1-D. Minimum Lot Width = 50 feet, at front building setback line.
- 1-E. Minimum Heated Floor Area = 1400 square feet.
- 1-F. Minimum Front Yard = 25 feet.
- 1-G. Minimum Side Yard = 5 feet.
- 1-H. Minimum Rear Yard = 25 feet, 60 feet adjacent to golf course.
- 1-I. Maximum Building Height = 35 feet.

AREA 2:

- 2-A. Development Area 2 is a residential component of this mixed-use development project. It is comprised of 46 acres.
- 2-B. Maximum Number of Residential Lots = 157.
- 2-C. Minimum Lot Area = 6000 square feet.
- 2-D. Minimum Lot Width = 65 feet, at front building setback line.
- 2-E. Minimum Heated Floor Area = 1500 square feet.
- 2-F. Minimum Front Yard = 25 feet.
- 2-G. Minimum Side Yard = 5 feet.
- 2-H. Minimum Rear Yard = 25 feet, 60 feet adjacent to golf course.
- 2-I. Maximum Building Height = 35 feet.

AREA 3:

- 3-A. Development Area 3 is a residential component of this mixed-use development project. It is comprised of 160.45 acres.
- 3-B. Maximum Number of Residential Lots = 292.
- 3-C. Minimum Lot Area = 11,250 square feet.
- 3-D. Minimum Lot Width = 80 feet.
- 3-E. Minimum Heated Floor Area = 1600 square feet.
- 3-F. Minimum Front Yard = 30 feet.
- 3-G. Minimum Side Yard = 10 feet.
- 3-H. Minimum Rear Yard = 30 feet, 60 feet adjacent to golf course.
- 3-I. Maximum Building Height = 35 feet.

AREA 4:

- 4-A. Development Area 4 is the 18-hole golf course component of this mixed-use development project. It is comprised of 175 acres.
- 4-B. No building shall exceed 35 feet in height or be located within 40 feet of an adjacent property line.

AREA 5:

- 5-A. Development Area 5 is the retail/office commercial component of this mixed-use development project. It is comprised of 71.4 acres.
- 5-B. The total floor area of commercial space shall not exceed 714,000 square feet.
- 5-C. All development within this commercial area shall be in accordance with the requirements of Section 4.16 C-2 Highway Commercial District.

IV. Design Standards

- A. Off-street parking shall be provided as specified in Article 13 of the Zoning Ordinance.
- B. Buffers shall be provided as specified in Article 14 of the Zoning Ordinance.
- C. All Utilities shall be installed underground throughout this project area.
- D. Sidewalks shall be provided throughout this project area and shall be designed to interconnect the various mixed-use areas.

AREA3:

3-A. Development Area 3 is a residential component of this mixed-use development project. It is comprised of 160.45 acres.

3-B. Maximum Number of Residential Lots= 292.

3-C. Minimum Lot Area= 11,250

3-D. Minimum Lot Width= 80 feet.

3-E. Minimum Heated Floor Area= 1600 square feet.

3-F. Minimum Front Yard= 30 feet.

3 G. Minimum Side Yard= 10 feet.

3-H. Minimum Rear Yard= 30 feet, 60 feet adjacent to golf course.

3-I. Maximum Building Height= 35 feet.

AREA 4:

4-A. Development Area 4 is the 18-hole golf course component of this mixed-use development project. It is comprised of 175 acres.

4-B. No building shall exceed 35 feet in height or be located within 40 feet of an adjacent property line.

AREAS:

5-A. Development Area 5 is the retail/office commercial/single family attached component of this mixed-use development project. The retail/office commercial component is comprised of 57.746 acres. The single-family attached component is comprised of 13.35 acres.

5-B. The total floor area of commercial space shall not exceed 714,000 square feet.

5-C. All commercial development shall be constructed in accordance with the requirements of Section 4.16 C-2 Highway Commercial District.

5-D. Single Family Attached Dwelling Units shall be permitted with the following development standards.

5-D.1 Maximum Number of Residential Lots = 108

5-D.2 Minimum Lot Area = 3,000 square feet.

5-D.3 Minimum Dwelling Unit Width = 22 feet.

5-D.4 Minimum Heated Floor Area = 1,200 square feet.

5-D.5 Minimum Front Yard = 15' Local/25' Collector

5-D.6 Minimum Side Yard = 10 feet (20ft Building Separation)

IV. Design Standards

- A. Off-street parking shall be provided as specified in Article 13 of the Zoning Ordinance.
- B. Buffers shall be provided as specified in Article 14 of the Zoning Ordinance.
- C. All Utilities shall be installed underground throughout this project area.
- D. Sidewalks shall be provided throughout this project area and shall be designed to interconnect the various mixed-use areas.

The planned development could be more fully described as follows:

PD Planned Development District, PD-08 (Durham Lakes Commercial)

This planned development district is located in Land Lots 167 & 175 of the 7th Land District and Land Lots 49 & 50 of the 9th Land District of Fulton County, Georgia in the City of Fairburn, further described as located northeast of Johns River Road, northwest of Roosevelt Highway (GA Hwy 29), and southwest of Virlyn B. Smith Road. Access to the commercial sites is through Johns River Road, Roosevelt Highway and Virlyn B. Smith Road.

It is comprised of 71.4 acres. Its land use will be highway service business commercial with a minimum lot size of ½ acre.

Commercial Development – C-2 Highway Service Business:

1. Permitted Uses:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.2.
2. Conditional Uses:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.3.
3. Development Standards:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.4;
 - b. The total floor area of commercial space shall not exceed 714,000 square feet.
4. Design Standards:
 - a. Those design standards as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.5.

The planned development could be more fully described as follows:

PD Planned Development District, PD-08 (Durham Lakes Commercial/Single Family Residential)

This planned development district is located in Land Lots 167 & 175 of the 7th Land District and Land Lots 49 & 50 of the 9th Land District of Fulton County, Georgia in the City of Fairburn, further described as located northeast of Johns River Road, northwest of Roosevelt Highway (GA Hwy 29), and southwest of Virlyn B. Smith Road. Access to the commercial sites is through Johns River Road, Roosevelt Highway and Virlyn B. Smith Road.

The commercial component is comprised of 57.746 acres. Its land use will be highway service business commercial with a minimum lot size of ½ acre.

The Single-family residential component is comprised of 13.35 acres for a total of 108 townhomes.

Commercial Development – C-2 Highway Service Business:

1. Permitted Uses:

a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.2.

2. Conditional Uses:

a. Those uses as defined In the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.3,

3. Development Standards:

- a. Those uses as defined In the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.4;
- b. The total floor area of commercial space shall not exceed 714,1000 square feet.

4. Design Standards:

a. Those design standards as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.5.

Single Family Residential –

1. Permitted Uses.

Single Family Attached Residential Dwellings

Design Standards

- A. Single Family Attached Dwelling Units
- B. Maximum Number of Residential Lots = 108
- C. Minimum Lot Area = 3000 square feet.
- D. Minimum Dwelling Unit Width = 22 feet.
- E. Minimum Heated Floor Area = 1,200 square feet.
- F. Minimum Front Yard = 15' Local/25' Collector
- G. Minimum Side Yard = 10 feet (20ft Building Separation)

Re: REZONING ORDINANCE 2003 - 192
Property of Durham Lakes Golf and Country Club
Community; 570.45 acres; Land Lots 49 and 50,
9F District; Land Lots 152, 153, 167, 168, 169, 174
and 175, 7th District; Fairburn,
Fulton County, Georgia

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY
OF FAIRBURN, GEORGIA, TO REZONE CERTAIN REAL PROPERTY
WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN; TO PROVIDE
FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF
THE SAME THAT:

Section 1. The area of the City of Fairburn, known as the *Durham Lakes Golf and Country Club Tract*, as described in Exhibit A and Exhibit B, which are attached to and incorporated as part of this Ordinance, is hereby zoned **PD-02 Planned Development** unless and until changed, revised or amended.

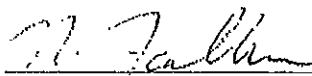
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Section 3. This Ordinance shall become effective on the 12th day of August 2003.

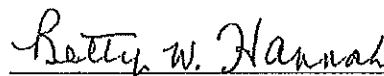
Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 11th day of August, 2003 by the Mayor and Council of the City of Fairburn, Georgia.

ATTEST:



City Clerk
[SEAL]



Mayor

EXHIBIT B
THE DURHAM LAKES GOLF AND COUNTRY CLUB COMMUNITY
PD-02 Planned Development
Approved August 11, 2003

I. Purpose

This is a planned, mixed-use development consisting of 570.45 acres located on the northwest side of the City, north of US Highway 29 and southwest of Virlyn B. Smith Road. It is more particularly described in Exhibit A. The planned uses are single-family detached residential, retail and office commercial, and an 18-hole golf course.

II. Permitted Uses

- A. Single-Family Detached Residential Dwellings (872)
- B. Retail and Office Commercial (714,000 square feet)
- C. 18-hole Golf Course
- D. Accessory Buildings and Uses Incidental to the Above Use
- E. Home Occupations
- F. Amenity Buildings, Facilities and Lands
- G. Publicly Owned Buildings, Facilities and Lands

III. Development Standards

AREA 1:

- 1-A. Development Area 1 is a residential component of this mixed-use development project. It is comprised of 117.6 acres.
- 1-B. Maximum Number of Residential Lots = 423.
- 1-C. Minimum Lot Area = 6000 square feet.
- 1-D. Minimum Lot Width = 50 feet, at front building setback line.
- 1-E. Minimum Heated Floor Area = 1400 square feet.
- 1-F. Minimum Front Yard = 25 feet.
- 1-G. Minimum Side Yard = 5 feet.
- 1-H. Minimum Rear Yard = 25 feet, 60 feet adjacent to golf course.
- 1-I. Maximum Building Height = 35 feet.

AREA 2:

- 2-A. Development Area 2 is a residential component of this mixed-use development project. It is comprised of 46 acres.
- 2-B. Maximum Number of Residential Lots = 157.
- 2-C. Minimum Lot Area = 6000 square feet.
- 2-D. Minimum Lot Width = 65 feet, at front building setback line.
- 2-E. Minimum Heated Floor Area = 1500 square feet.
- 2-F. Minimum Front Yard = 25 feet.
- 2-G. Minimum Side Yard = 5 feet.
- 2-H. Minimum Rear Yard = 25 feet, 60 feet adjacent to golf course.
- 2-I. Maximum Building Height = 35 feet.

AREA 3:

- 3-A. Development Area 3 is a residential component of this mixed-use development project. It is comprised of 160.45 acres.
- 3-B. Maximum Number of Residential Lots = 292.
- 3-C. Minimum Lot Area = 11,250 square feet.
- 3-D. Minimum Lot Width = 80 feet.
- 3-E. Minimum Heated Floor Area = 1600 square feet.
- 3-F. Minimum Front Yard = 30 feet.
- 3-G. Minimum Side Yard = 10 feet.
- 3-H. Minimum Rear Yard = 30 feet, 60 feet adjacent to golf course.
- 3-I. Maximum Building Height = 35 feet.

AREA 4:

- 4-A. Development Area 4 is the 18-hole golf course component of this mixed-use development project. It is comprised of 175 acres.
- 4-B. No building shall exceed 35 feet in height or be located within 40 feet of an adjacent property line.

AREA 5:

- 5-A. Development Area 5 is the retail/office commercial component of this mixed-use development project. It is comprised of 71.4 acres.
- 5-B. The total floor area of commercial space shall not exceed 714,000 square feet.
- 5-C. All development within this commercial area shall be in accordance with the requirements of Section 4.16 C-2 Highway Commercial District.

IV. Design Standards

- A. Off-street parking shall be provided as specified in Article 13 of the Zoning Ordinance.
- B. Buffers shall be provided as specified in Article 14 of the Zoning Ordinance.
- C. All Utilities shall be installed underground throughout this project area.
- D. Sidewalks shall be provided throughout this project area and shall be designed to interconnect the various mixed-use areas.

The planned development could be more fully described as follows:

PD Planned Development District, PD-08 (Durham Lakes Commercial)

This planned development district is located in Land Lots 167 & 175 of the 7th Land District and Land Lots 49 & 50 of the 9th Land District of Fulton County, Georgia in the City of Fairburn, further described as located northeast of Johns River Road, northwest of Roosevelt Highway (GA Hwy 29), and southwest of Virlyn B. Smith Road. Access to the commercial sites is through Johns River Road, Roosevelt Highway and Virlyn B. Smith Road.

It is comprised of 71.4 acres. Its land use will be highway service business commercial with a minimum lot size of ½ acre.

Commercial Development – C-2 Highway Service Business:

1. Permitted Uses:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.2.
2. Conditional Uses:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.3.
3. Development Standards:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.4;
 - b. The total floor area of commercial space shall not exceed 714,000 square feet.
4. Design Standards:
 - a. Those design standards as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.5.

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lots 152, 153, 167, 168, 169, 174, 175 and 176 of the Seventh Land District of Fulton County, Georgia and in Land Lots 49 and 50 of the 9F Land District of Fulton County, Georgia as described in that certain plat of survey prepared by McFarland, Dyer & Associates, Inc. dated January 19, 2000. Said property being more particularly described according to said plat as follows:

To find the True Point of Beginning, begin at the point of intersection of the Easterly right of way of Herndon Road (40' R/W) and the Southerly right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the Southerly right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) S 65°00'03" E a distance of 46.30 feet to a point; thence continue to run along said right of way along the arc of a curve an arc distance of 532.97 feet, said arc being subtended by a chord S 53°22'09" E with a chord distance of 530.03 feet to a point, said point being the True Point of Beginning. From said True Point of Beginning, leaving said right of way thence run S 14°18'00" E a distance of 735.90 feet to a point; thence run S 87°51'00" W a distance of 336.80 feet to a point; thence run S 15°07'30" E a distance of 1512.80 feet to a point; thence run S 88°00'10" E a distance of 1057.10 feet to a point; thence run N 01°34'29" W a distance of 1073.00 feet to a point; thence run S 87°18'10" W a distance of 772.00 feet to a point; thence run N 00°10'29" E a distance of 795.60 feet to a point; thence run S 88°41'10" W a distance of 339.50 feet to a point; thence run N 89°45'05" W a distance of 762.54 feet to a point; thence run N 01°33'36" W a distance of 45.75 feet to a point; thence run S 89°13'40" W a distance of 300.18 feet to a point; thence run N 84°07'47" W a distance of 61.43 feet to a point; thence run S 88°25'43" W a distance 1026.28 feet to a point; thence run S 83°13'09" W a distance of 478.73 feet to a point; thence run S 00°18'14" E a distance of 1,883.11 feet to a point; thence run S 89°50'59" E a distance of 349.84 feet to a point; thence run S 00°17'56" W a distance of 286.67 feet to a point on the Northerly right of way of Herndon Road (60' R/W); thence crossing said right of way run S 03°25'15" E a distance of 76.57 feet to a point along the southerly right of way of Herndon Road (60' R/W); leaving said right of way thence run S 01°57'16" W a distance of 50.86 feet to a point; thence run S 62°28'16" a distance of 348.39 feet to a point; thence run S 35°39'37" W a distance of 343.42 feet to a point; thence run S 27°16'44" W a distance of 229.47 feet to a point; thence run S 00°20'28" E a distance of 638.19 feet to a point; thence run S 31°22'22" E a distance of 676.05 feet to a point; thence run S 84°35'20" E a distance of 10.77 feet to a point; thence run S 84°35'20" E a distance of 113.57 feet to a point; thence run S 75°31'12" E a distance of 204.89 feet to a point; thence run N 81°59'54" E a distance of 72.56 feet to a point, thence run N 62°09'27" E a distance of 130.40 feet to a point, thence run N 08°17'20" E a distance of 240.01 feet to a point thence run N 31°37'53" W a distance of 106.27 feet to a point, thence run N 76°02'54" E a distance of 98.36 feet to a point; thence run N 45°27'02" E a distance of 59.12 feet to a point; thence run N 56°38'22" E a distance of 106.98 feet to a point; thence run N 78°03'01" E a distance of 81.76 feet to a point; thence run N 78°23'43" E a distance of 115.19 feet to a point; thence run S 78°02'15" E a distance of 532.38 feet to a

**Written Report for
Durham Lakes Golf and Country Club
PD Zoning Request
Prepared July 29, 2003**

1. General Description of Development:

Durham Lake Development, LLC proposes the rezoning of a tract of land containing 570.45 acres, located on the northwest side of Interstate 85 and on the south side of Virlyn B. Smith Road. The property is located in Land Lots 152, 153, 167, 168, 174, 175, and 176 of the 7th District and Land Lots 49 and 50 of the 9th District. The zoning request is for PD, Planned Development. The development is proposed as a mixed-use development containing several different single-family residential types, commercial uses and an 18-hole golf course.

Development Area 1

Development Area 1 consists of approximately 423 single-family residential lots on 117.6 acres, containing a minimum of 6,000 square feet of area and a minimum lot width of 50 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,400 square feet of heated space for all lots. House plans will comply with the Durham Lake Development Standards and will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 25' Side - 5' Rear - 25'

Development Area 2

Development Area 2 consists of approximately 157 single-family residential lots on 46 acres, containing a minimum of 6,000 square feet of area and a minimum lot width of 65 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,500 square feet of heated space for all lots. House plans will comply with the Durham Lake Development Standards and will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 25' Side - 5' Rear - 25'

Development Area 3

Development Area 3 contains approximately 292 single-family residential lots on 160.45 acres, containing a minimum of 11,250 square feet of area and a minimum lot width of 80 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,600 square feet of heated space for all lots. Architectural plans will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained as outlined in the Durham Lake Development Standards. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 30' Side - 10' Rear - 30'

Development Area 4

Development Area 4 consists of the construction of an 18-hole, daily fee golf course, designed by golf course architect Scott Pool. The current golf routing winds golf holes through the development site, working around and with wetlands and other environmental features and contains approximately 175 acres of land. An onsite wetland delineation has been performed over the subject tract to aid in effective master planning and permitting. The developer has also employed Moore Bass Consulting Inc. Environmental Scientists to permit any wetland impacts necessary for the construction of the golf course or any other component of the development with the U.S. Army Corps of Engineers jurisdiction.

Development Area 5

Development Area 5 is the commercial / retail component of the development and contains approximately 71.4 acres of land located within the subject tract. It is estimated that the proposed commercial density will be approximately 10,000 SF per acre, totaling 714,000 SF of commercial / retail space. A majority of the commercial property within the development is located along U.S. Highway 29 (Roosevelt Highway) providing convenient access to all residents of Durham Lake and the surrounding community. Architectural plans will be reviewed and approved prior to construction commencement to ensure quality controls are maintained as outlined in the Durham Lake Development Guidelines. Setbacks are as required in the zoning ordinance.

2. Water supply and sewage disposal:

<u>Utility</u>	<u>Utility Provider</u>
Water:	City of Fairburn and/or The City of Atlanta
Sanitary Sewer:	City of Fairburn and/or Fulton County
Electric:	Greystone E.M.C.
CATV:	City of Fairburn

Projected Demand

See Attachment "A"

3. Proposed storm water drainage system:

The development proposes curb and gutter streets with an internal piping system. It is the intent of the development to utilize the existing lakes as detention facilities. Final hydrological calculations will be provided as needed to verify that capacity is available in these areas. If adequate detention capacity is not available in the existing lakes, then additional on-site detention facilities will be constructed as necessary to meet the current City of Fairburn ordinance as of the date of this application. It is anticipated that all proposed detention facilities will be owned and maintained by the Durham Lake Homeowner's Association.

4. Average Daily Traffic and Peak Hour(s) Vehicle Trips Estimates:

See Attachment "B".

5. Proposed Development Standards:

- a. Development use: Single-family Residential, Commercial and Golf Course
- b. Density restrictions: 2.0 Units/ Acre (Gross) (Density is calculated by dividing total number of single-family units by the total site area , less all commercial and multi-family areas)
- c. Yard requirements: See typical lot details on attached site plan.
- d. Parking requirements: The development proposes to provide parking for the commercial areas as required by the current City of Fairburn Zoning Ordinance as of the date of this application for commercial/retail uses. In addition, each single-family residential lot will provide a minimum of two vehicular parking areas.

6. Plans for the Protection of Adjacent Properties:

Buffers, setbacks, landscaping and screening requirements will be designed and permitted in accordance with the current City of Fairburn Zoning Ordinance as of the date of this application. Twenty-Foot Buffers have been provided between all commercial properties and single-family residential properties and are shown on the attached master plan.

7. Land or Infrastructure Proposed for Dedication to the City of Fairburn

The rights of way of the proposed roads will be dedicated to the City of Fairburn. The proposed roads total approximately 7.5 miles in length and approximately 47 acres in right-of-way dedicated area. In addition, all sanitary sewer and water mains will be dedicated to the City of Fairburn once constructed. Permanent easements will be granted over all utility mains as required by the City of Fairburn.

8. Architectural Plans:

Architectural Plans will be submitted to the City of Fairburn as required during the building permit process.

9. Open Space Uses and Areas:

The current Fairburn PD Ordinance requires the developer to set aside 25% of the total site area as open space. With the total site area being approximately 570.45 acres, 25% of the site area is approximately 142.5 acres. The development proposes the following mixture of open space areas to fulfill this requirement.

Golf Course (1/2 of total):	87.5 acres
Other Recreational/ Open Space Areas:	<u>55.5 acres</u>
Total	143 acres

These other recreational open space areas will be used for parks, lakes, walking trails, nature sites, picnic areas, ect. to be maintained by the future Homeowners Association.

10. Outdoor Lighting Plan:

Outdoor Lighting Plans showing location, height, fixture type and wattage will be provided during the final permitting stage of each phase of the development. Typical lighting standards are anticipated to be as follows:

Light Pole Height: 16-25 feet

Light Pole Spacing: 200-400 feet
Street Light Wattage: 150-165 watts

11. Project Completion Schedule:

The overall development is intended to be completed by the year 2021. For detailed scheduling, refer to the attached "Phasing Plan".

12. Proposed variations from Fairburn Zoning Ordinance:

- The development may have islands in the cul-de-sacs or traffic circles.
- Lot sizes and setbacks may differ from the requirements in the zoning ordinance as shown on the master plan.
- The developer is not responsible for bonding the Planned Development.
- The developer is not responsible for the upgrading of any adjacent roads with the exception of the existing gravel road Durham Lakes Road. Durham Lakes Road will be paved to the entrance of the Multi-family development.
- Acceleration lanes shall not be required.

General Notes:

It is understood that this Master Plan as proposed will not exceed the number of lots as approved on the Master Plan Layout. The lots, road alignments, and phasing plan as illustrated are meant to be conceptual in nature and may be amended by the developer without the need for a new Zoning Hearing as long as the total number of lots has not increased. The master plan document should be made a portion of the official action taken by the City of Fairburn. When there is a conflict between this agreement and the City of Fairburn Zoning Ordinance this agreement shall govern.

point; thence run S 54°02'47"E a distance of 34.66 feet to a point; thence run N 88°43'09" E a distance of 92.99 feet to a point; thence run S 80°20'12" E a distance of 64.82 feet to a point; thence run N 66°20'24" E a distance of 122.95 feet to a point; thence run N 55°58'52" E a distance of 50.14 feet to a point; thence run N 42°25'56" E a distance of 47.97 feet to a point; thence run N 58°46'51" E a distance of 60.00 feet to a point along the northerly right of way of Johns River Road (60' R/W); thence run along the northerly right of way of Johns River Road (60' R/W) along the arc of a curve an arc distance of 355.78 feet, said arc being subtended by a chord bearing S 37°49'48" E with a chord distance of 354.99 feet to a point, thence run along the northern right of way of Johns River Road (60' R/W) S 40°49'19" E a distance of 216.77 feet; thence run along the northern right of way of John River Road (60' R/W) S 41°09'54" E a distance of 1,016.78 feet to a point; thence continue to run along the said right of way along the arc of a curve an arc distance of 279.70 feet, said arc being subtended by a chord bearing S 35°33'59" E with a chord distance of 279.10 feet to a point; thence continue along said right of way S 26°37'41" E a distance of 84.35 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 559.70 feet, said arc being subtended by a chord bearing S 43°07'46" E with a chord distance of 545.96 feet to a point; thence continue along said right of way S 66°22'20" E a distance of 333.53 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 210.91 feet, said arc being subtended by a chord bearing S 59°55'55" E with a chord distance of 210.43 to a point; thence continue along said right of way S 54°21'27" E a distance of 307.73 feet to a point; thence continue along said right of way N 35°45'24" E a distance of 10.10 feet to a point; thence continue along said right of way S 54°17'37" E a distance of 262.97 feet to a point; thence continue along said right of way N 81°51'20" E a distance of 25.92 feet to a point located on the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74) (Right of way Varies); thence run along the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74) N 52°19'49" E a distance of 728.10 feet to a point; thence continue along said right of way N 52°38'41" E a distance of 1122.20 feet to a point; thence run N 37°39'40" W a distance of 49.77 feet to a point; thence run N 52°10'43" E a distance of 23.86 feet to a point; thence run N 52°10'43" E a distance of 86.33 feet to a point, thence run S 37°39'40" E a distance of 49.77 feet to a point, along the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74); thence along the westerly right of way of Roosevelt Highway (U. S. Highway #29/Georgia Highway 74) N 52°39'18" E a distance of 2,448.56 feet to a point, thence leaving said right of way run N 34°37'48" W a distance of 343.00 feet to a point; thence run N 38°10'20" W a distance of 1,280.37 feet to a point; thence run N 46°23'41" W a distance of 282.90 feet to a point; thence run N 69°05'56" E a distance of 300.00 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road – 60' R/W); crossing said right of way thence run N 19°30'17"W a distance of 124.97 feet to a point on the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) N 47°28'30" W a distance of 400.00 feet to a point; leaving said right of way thence run N 28°25'51" E a distance of 224.56 feet to a point; thence run S 21°52'48" E a distance of 504.16 feet to a point along the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60'

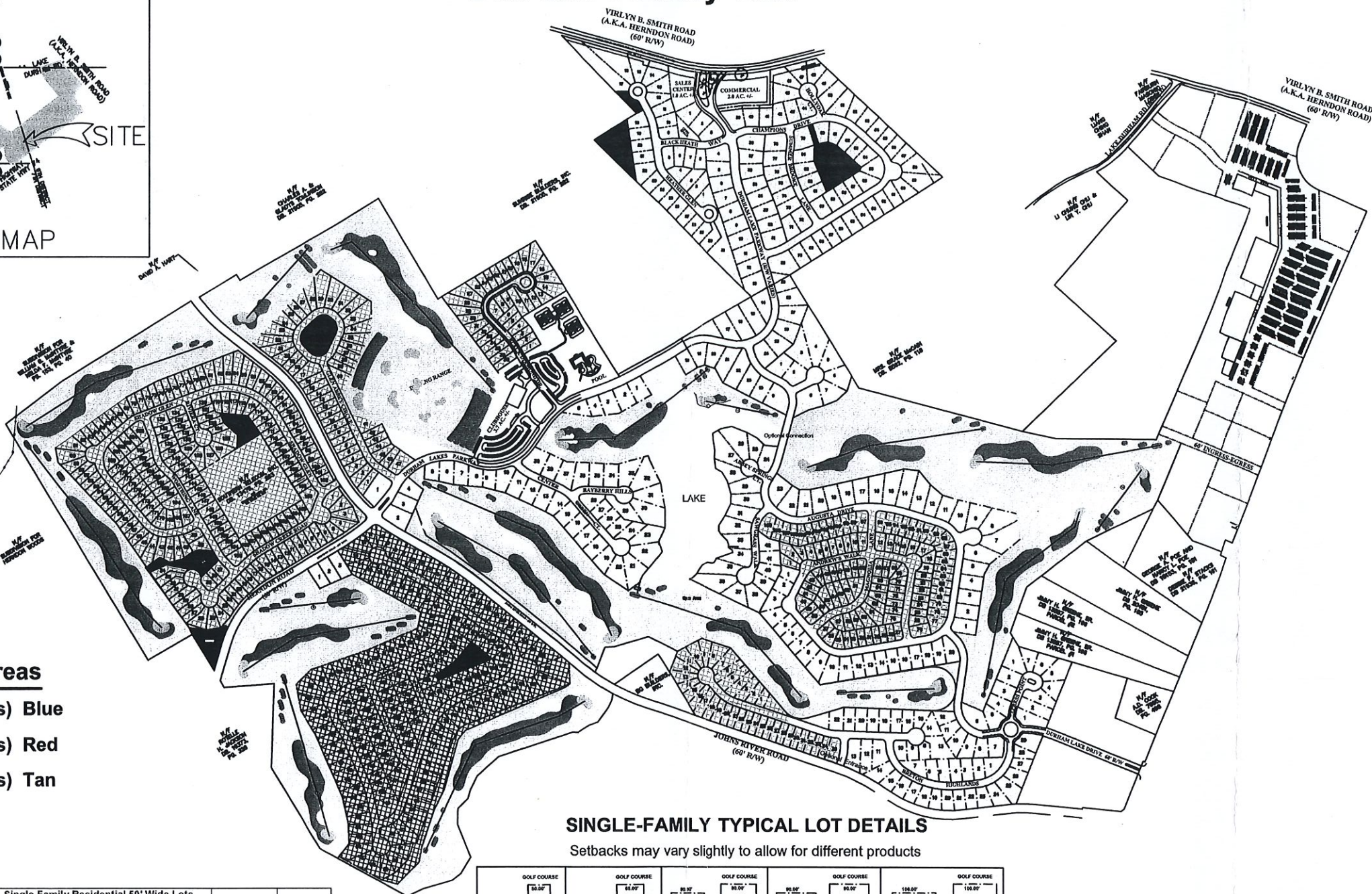
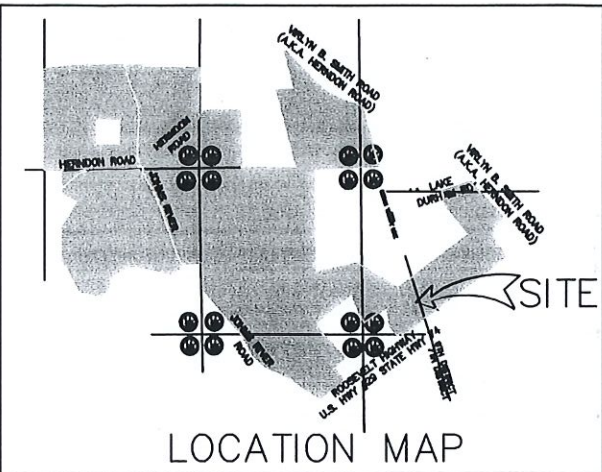
R/W); crossing said right of way thence run S 19°30'17" E a distance of 124.97 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the southern right of way of Virlyn B. Smith Road (aka Herndon Road - 60' R/W) N 48°15'56" W a distance of 183.95 feet to a point; thence continue along said right of way N 47°49'05" W a distance of 326.44 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 717.58 feet, said arc being subtended by a chord bearing N 50°25'01" W with a chord distance of 715.71 feet to a point; leaving said right of way thence run S 83°21'53" W a distance of 63.80 feet to a point; thence run S 17°47'00" E a distance of 404.60 feet to a point; thence run S 72°13'00" W a distance of 300.00 feet to a point; thence run S 84°59'16" W a distance of 44.64 to a point; thence run S 78°25'15" W a distance of 339.32 feet to a point; thence run N 17°02'04" W a distance of 940.46 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence continue along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) N 73°19'15" W a distance of 256.37 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 752.73 feet, said arc being subtended by a chord bearing N 59°13'27" W with a chord distance of 744.35 feet to a point; thence run N 44°16'49" W a distance of 738.49 feet to a point and the True Point of Beginning.

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DURHAM LAKES

Golf and Country Club

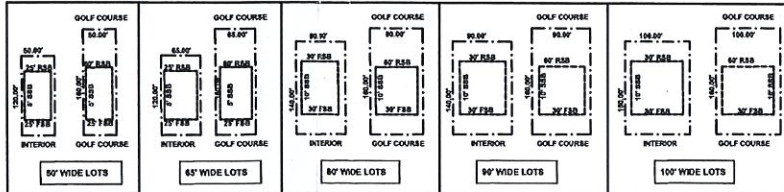


Residential Areas

- Area 1 (50' wide lots) Blue
- Area 2 (65' wide lots) Red
- Area 3 (80' wide lots) Tan

SINGLE-FAMILY TYPICAL LOT DETAILS

Setbacks may vary slightly to allow for different products



This master plan is subject to change and does not constitute an actual development

The phasing of the development as shown on this master plan is preliminary and may be adjusted.

The total lot numbers are estimated and will be finalized during construction plan preparation for each phase. The development will not exceed the maximum number of lots allowed during the zoning process. (872 total lots)

SINGLE-FAMILY LOT SUMMARY

50' WIDE LOTS	423 TOTAL
65' WIDE LOTS	157 TOTAL
80'-100' WIDE LOTS	292 TOTAL
GRAND TOTAL	872 TOTAL LOTS



Development Area 1 Begin construction in 2002 Estimate Additional Phase Every One to Two Years	Single-Family Residential 50' Wide Lots	
Development Area 2 Estimate Begin construction in 2003 Estimate Additional Phase Every One to Two Years	Single-Family Residential 65' Wide Lots	
Development Area 3 Begin construction in 2002 Estimate Additional Phase Every One to Two Years	Single-Family Residential 80'-100' Wide Lots	
Development Area 4 Activity Design and Environmental Permitting Begin Construction Complete Construction Open Golf Course	Golf Course	Schedule 2001-03 2004 2006 2006
Development Area 5 Phase	Commercial	Schedule 2004

Killeam Properties
135 North Park Place Suite 100
Stockbridge, Georgia 30281

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address
Durham Lakes Development

Project	Sheet
Date	
Scale	

EXHIBIT "A" 1 OF 5



APPLICATION FOR REZONING

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

REZONING #: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: John Hardy Jones (10364 JHJ, LLC)
Address: 252 Smokerise Trace, Peachtree City, GA 30269
Phone: 678.633.8924 Cell: 678.633.8924 Fax: _____
Email Address: jhjones@johnhardyjones.com

OWNER INFORMATION (If different from Applicant)

Owner Name: _____
Address: _____
Phone: _____ Cell: _____ Fax: _____
Email Address: _____

PROPERTY INFORMATION

Address: Intersection of John Rivers Rd & Roosevelt Hwy
Parcel ID#: 07 270001681935 Land Lot: 167 District: 7

REZONING REQUEST

Current Zoning: PD Current Land Use: Commercial
Proposed Zoning: PD Proposed Land Use: Residential
Proposed Density (Residential Only): 8.12 Units per Acre

SECTION I**REZONING REQUEST**

Office use only:

ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): _____

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from _____ to _____

Existing Zoning(s)

Proposed Zoning(s)

SECTION IV**OWNER/PETITIONER****NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:**

- If you are the sole owner of the property and not the petitioner complete Part 1.
- If you are the petitioner and not the sole owner of the property complete Part 2.
- If you are the sole owner and petitioner complete Part 1.
- If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

10364 JHJ, LLC

TYPE OR PRINT OWNER'S NAME

252 Smokerise Trace

ADDRESS

Peachtree City GA 30269

CITY & STATE

ZIP CODE

OWNER'S SIGNATURE

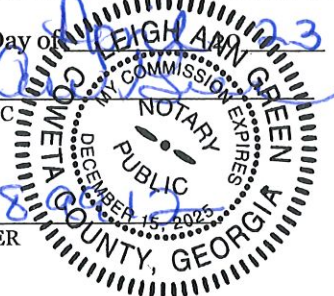
jhj@johnhardyjones.com

EMAIL ADDRESS

Sworn to and subscribed before me this the

3rd Day of MARCH 2023

NOTARY PUBLIC

770 318 0012
PHONE NUMBER**PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").**_____
TYPE OR PRINT PETITIONER'S NAME_____
ADDRESS_____
CITY & STATE_____
ZIP CODE_____
PETITIONER'S SIGNATURE_____
EMAIL ADDRESS

Sworn to and subscribed before me this the

____ Day of _____ 20____

NOTARY PUBLIC_____
PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele L. Battle
TYPE OR PRINT ATTORNEY / AGENT NAME


SIGNATURE OF ATTORNEY / AGENT

3562 Habersham at Northlake, Building J, Suite 100
ADDRESS

Tucker, GA 30084
CITY & STATE ZIP CODE


PETITIONER'S SIGNATURE

404-601-7616
PHONE

Legal Description – John Rivers Road

All that tract or parcel of land lying and being in Land Lot 167 of the 7th District, City of Fairburn, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a concrete monument found at the southwest corner of the mitered intersection of the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies), and the northeasterly right of way of John Rivers Road (R/W Varies), said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

Thence leaving said intersection and along the northeasterly right of way of John Rivers Road (R/W Varies) the following courses and distances:

North 53 Degrees 56 Minutes 58 Seconds West a distance of 263.38 feet to a concrete monument found;

South 36 Degrees 03 Minutes 39 Seconds West a distance of 9.97 feet to a point;

North 54 Degrees 00 Minutes 12 Seconds West a distance of 328.51 feet to a point;

Along a curve to the left, an arc distance of 128.22 feet, said curve having a radius of 880.00 feet and being subtended by a chord of 128.10 feet, at North 58 Degrees 10 Minutes 38 Seconds West to a point;

Thence leaving said right of way North 52 Degrees 24 Minutes 23 Seconds East a distance of 1,038.95 feet to a 1/2" rebar found;

Thence South 43 Degrees 17 Minutes 25 Seconds East a distance of 187.94 feet to a 1" open-top pipe found (bent);

Thence South 43 Degrees 58 Minutes 02 Seconds East a distance of 202.18 feet to a 1/2" rebar found;

Thence South 47 Degrees 06 Minutes 57 Seconds West a distance of 284.83 feet to a 1" open-top pipe found (bent);

Thence South 36 Degrees 54 Minutes 10 Seconds East a distance of 295.72 feet to a point at the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies);

Thence along said right of way the following courses and distances:

South 52 Degrees 28 Minutes 21 Seconds West a distance of 199.47 feet to a 1/2" rebar found (bent);

North 35 Degrees 54 Minutes 09 Seconds West a distance of 12.00 feet to a point;

South 52 Degrees 27 Minutes 54 Seconds West a distance of 349.86 feet to a concrete monument found at the northeast corner of the mitered intersection of the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies), and the northeasterly right of way of John Rivers Road (R/W Varies);

Thence along said mitered intersection South 81 Degrees 22 Minutes 59 Seconds West a distance of 25.50 feet to a concrete monument found at the southwest corner of said mitered intersection, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 13.365 Acres.



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NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONSTITUTIONAL RIGHTS

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

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

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

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

A refusal to allow the land use amendment and/or Rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would



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be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

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

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

Deed Book 53128 Pg 689
Filed and Recorded Sep-17-2013 11:51am
2013-0245914
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK134279
LKJDA17 - #1565

CORRECTIVE QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF GLYNN

THIS INDENTURE, entered into this 4th day of September, in the year Two Thousand Thirteen, by and between

**AMERIS BANK, as Assignee of FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for HIGH TRUST BANK**

as a party or parties of the first part, hereinafter called Grantor, and

10364 JHJ, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND NO/100THS (\$1.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 167, 7th District, Fulton County, Georgia, comprising 13.24 acres, as shown on plat of survey for John Hardy Jones & Robert C. Baral by Conkle - Lane & Associates (G. Tim Conkle, Registered Land Surveyor), dated April 18, 2013, and being more particularly described as follows:

BEGINNING at a right of way monument found at the mitered intersection of the northeasterly side of John Rivers Road and the northerly side of Roosevelt Highway, also known as U.S. Highway 29 - State Highway 14; running thence North 52 degrees 07 minutes 11 seconds West along the northeasterly right of way of John Rivers Road 263.11 feet to a iron stake placed; thence South 36 degrees 03 minutes 11 seconds West along the northwesterly right of way of John Rivers Road 9.97 feet to a concrete marker found; thence North 54 degrees 40 minutes 27 seconds West along the northeasterly right of way of John Rivers Road 328.41 feet to an iron stake found; thence northwesterly along the northeasterly right of way of John Rivers Road and following the curvature thereof to the left (said curve having a radius of 880.00 feet and being subtended by a chord bearing of North 59 degrees 43 minutes 53 seconds West and a distance of 126.97 feet) 127.08 feet to an iron stake found; thence, leaving said right of way, North 52 degrees 10 minutes 31 seconds East 9.76 feet to an iron stake found; thence North 52 degrees 02 minutes 49 seconds East 89.73 feet to an iron stake found; thence North 52 degrees 04 minutes 59 seconds East 74.31 feet to an iron stake found; thence North 52 degrees 08 minutes 30 seconds East 69.96 feet to an iron stake found; thence North 52 degrees 05 minutes 44 seconds East 58.30 feet to an iron stake found; thence North 52 degrees 01 minutes 40 seconds East 50.01 feet to an iron stake found; thence North 52 degrees 07 minutes 21 seconds East 50.07 feet to an iron stake found; thence North 52 degrees 05 minutes 52 seconds East 49.93 feet to an iron stake found; thence North 52 degrees 08 minutes 45 seconds East 50.56 feet to an iron stake found; thence North 52 degrees 06 minutes 45 seconds East 49.95 feet to an iron stake found; thence North 52 degrees 00 minutes 55 seconds East 53.05 feet to an iron stake found; thence North 52 degrees 07 minutes 32 seconds East 53.01 feet to an iron stake found; thence North 52 degrees 02 minutes 10 seconds East 52.98 feet to an iron stake found; thence North 51 degrees 55 minutes 43 seconds East 111.33 feet to an iron stake found; thence North 52 degrees 10 minutes 32 seconds East 171.24 feet to an iron stake found; thence North 52 degrees 00 minutes 48 seconds East 39.09 feet to an iron stake found; thence South 43 degrees 38 minutes 11 seconds East 187.86 feet to an iron stake found; thence South 44 degrees 18 minutes 38 seconds East 202.24 feet to an iron stake found; thence South 46 degrees 45 minutes 05 seconds West 284.69 feet to an iron stake found; thence South 37 degrees 10 minutes 50 seconds East 284.88 feet to an iron stake placed on the northwesterly right of way of Roosevelt Highway; thence South 52 degrees 30 minutes 42 seconds West along the northwesterly right of way of Roosevelt Highway 199.26 feet to a right of way marker found; thence South 37 degrees 47 minutes 00 seconds East along the southwesterly right of way of Roosevelt Highway 12.01 feet to a right of way marker found; thence South 54 degrees 05 minutes 13 seconds West along the northwesterly right of way of Roosevelt Highway 350.01 feet to a right of way marker found; thence South 81 degrees 54 minutes 04 seconds West along the northerly right of way of Roosevelt Highway 25.79 feet to a right of way monument found on the northeasterly right of way of John Rivers Road and the point of beginning.

THIS DEED is given to correct the description contained in that certain prior Quitclaim Deed

from Ameris Bank, as Assignee of Federal Deposit Insurance Corporation, as Receiver for High Trust Bank, to 10364 JHJ, LLC, dated May 31, 2013, recorded in Deed Book 52733, Page 298, Fulton County records.

GRANTOR HEREIN is successor in interest to High Trust Bank by virtue of and in and by that certain Purchase and Assumption Agreement by and among Federal Deposit Insurance Corporation, Receiver of High Trust Bank, Stockbridge, Georgia, Federal Deposit Insurance Corporation, and Ameris Bank, dated as of July 15, 2011, by reference incorporated herein and made a part hereof.

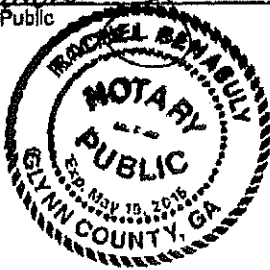
TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed effective the day and year above written.

Signed, sealed and delivered in the presence of:

Forrie Lewis
Unofficial Witness

[Signature]
Notary Public



AMERIS BANK, as Assignee as aforesaid

By: [Signature] (SEAL)
W. David Aldridge, VP/SAO

By: [Signature] (SEAL)
Terese Jones, VP/LO

LETTER OF INTENT FOR THE REZONING APPLICATION OF 10364 JHJ, LLC.

10364 JHJ, LLC (the "Applicant") submits this Letter of Intent and attached Rezoning Application (the Application) for the purpose of amending the Master Plan PD zoning of Durham Lakes Golf and Country Club to permit townhomes on the 13.3 acres of land (the "Property") situated at the northeast corner of John Rivers Road and Roosevelt Highway. The property is within the limits of Fairburn and is bordered by John Rivers Road to the southwest, Roosevelt Hwy to the southeast, the Durham Lakes community to the northwest and 6623 Roosevelt Hwy to the northeast. The Property is mostly wooded and is currently zoned PD with convenient access to the downtown area of Fairburn and Interstate 85.

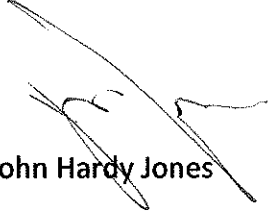
The Applicant proposes to develop the Property for a fee-simple residential community for a total of 108 townhomes at a size, quality and price commensurate with or exceeding existing townhomes in the surrounding area. The Property is adjacent to other PD zoned property to the northwest and R-1 zoned property to the northeast.

The proposed townhomes will be 22' in width and a minimum of 1,400 heated SF. The front façade of the proposed homes would be constructed of a mixture of brick, stone, and/or fiber-cement shake/siding (including board and batten). The proposed development would also include an amenity area consisting of a walking trail and open-air pavilion. The proposed land use is in keeping with the City's Comprehensive Land Use Plan, which contemplates a medium density residential use for the 13.64 acres. The comprehensive plan defines medium density residential developments as residential communities developed with ¼ acre lots and smaller.

The proposed development would be a quality development that is compatible with development in the surrounding area. Further, surrounding development and existing homes would not face major negative impacts as a result of the proposed development.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Fairburn to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Rezoning Application filed herewith. The Applicant respectfully request your approval of this Application. Respectfully submitted this 3rd day of April 2023.

Thank You,



John Hardy Jones



MEMORANDUM

TO: Daniel Gibbs, Director, Atwell, LLC

FROM: Andrew Antweiler, PE, PTOE, KCI Technologies, Inc.

DATE: March 31, 2023

RE: John Rivers Road Townhome Community – Site Trip Generation

KCI Technologies, Inc. has prepared this memorandum summarizing the expected trip generation and driveway volumes for the proposed residential development. The site is located along the north side of John Rivers Road in the City of Fairburn. Site access is proposed via one driveway onto John Rivers Road. Based on the concept plan, we understand the development will include 108 townhomes.

Site Access

John Rivers Road is a two-lane roadway with a 35MPH posted speed limit. The development proposes one driveway/access location. The driveway will allow two-way traffic and provide access to the intersection at Roosevelt Highway. Site access is illustrated in **Figure 1**.

Estimated Site Traffic

Traffic anticipated to be generated by the residential use was based on the Trip Generation Manual, 11th Edition, by the Institute of Transportation Engineers (ITE). This is the nationally recognized database which provides trip generation estimates for a wide variety of land uses. For this development, site traffic was estimated for the typical weekday daily, AM peak hour, and PM peak hour volumes for the most applicable lane use code: Single-Family Attached Homes (Land Use Code 215).

Table 1 summarizes the expect site trip generation. The total number of vehicles (entering plus exiting) the site on a weekday is estimated to be 768 vehicles. The total number of vehicles during the AM peak hour is 50 vehicles and during the PM peak hour is 61 vehicles.

Table 1: Development Trip Generation								
Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached (210)	108	768	16	34	50	19	42	61
Total Driveway Trips		768	16	34	50	19	42	61

Figure 1 illustrates the proposed trips entering and exiting at the driveway location for the weekday, AM peak hour, and PM peak hour. This memorandum provides an estimate of traffic volumes for the site. The actual traffic volumes may vary.

PUBLIC PARTICIPATION PLAN REPORT

Applicant: 10364 JHJ, LLC Petition No. P2R23011

Date: May 24, 2023

1. The following parties were notified of the requested rezoning/use permit:

Please see the attached list sent via email
on May 23, 2023.

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

May 22, 2023 @ 6pm at the Durham
Lakes HOA Clubhouse.

3. The following issues and concerns were expressed:

Traffic, ingress/egress, Buffer, fencing, price-points,
demographics. Another meeting was
requested.

4. The applicant's response to issues and concerns was as follows:

All concerns will be analyzed and discussed
with our client. We are open to a second
meeting.

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN

Applicant: JH I, LLC (Starlight Homes)

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

Please see attachment

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

Letters were mailed

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

All were permitted to participate in the community meeting.



Battle Law

3562 Habersham at Northlake, Bldg. J, Ste 100
Tucker, Georgia 30084

What is a Community Meeting?:

Community meetings are designed to inform the surrounding communities of current rezoning, and special land use permit applications. It's an opportunity for the community to learn about the proposed project, ask questions, present concerns, and make suggestions.

We encourage you to come out and participate!

For More Information Contact

Jordan Battle at:

Phone: 404-601-7616 ext. 8

Fax: 404-745-0045

Email: jnb@battlelawpc.com

COMMUNITY MEETING TO
DISCUSS REZONING FROM PD
COMMERCIAL TO PD
RESIDENTIAL TO ALLOW FOR
THE DEVELOPMENT OF SINGLE-
FAMILY ATTACHED TOWNHOMES

Project Title:
10364 JHJ, LLC John Hardy Jones

When: May 22nd, 2023

Time: 6:00 PM

Durham Lakes Clubhouse
156 Durham Lakes Parkway

Fair-
burn,
30213

PROPOSED LOCATION(S): **GA**

0 John Rivers Road as known as Parcel ID

07270001681935



Battle Law

3562 Habersham at Northlake, Bldg. J, Ste 100
Tucker, Georgia 30084

PLEASE
PLACE
STAMP
HERE

«Name»
«Address»
«City», «State» «Zip»

SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele Battle

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

3562 Habersham at Northlake

ADDRESS

Tucker GA 30084

CITY & STATE

ZIP CODE

PETITIONER'S SIGNATURE

404.601.7616

PHONE

Sign-In Sheet

JHJ, LLC Community Meeting by Battle Law PC
5/22/23

Name	Address	Email
Mark W. Hill	175 Fawcett	markhillpi@gmail.com
Kandi Smith	230 Fawcett	
Katonya James	220 Fawcett	jameskatonya@bellsouth.net
Tamara Clark	155 Fawcett	
Leslie Ann Powers	190 Fawcett	LEANNATON@GMAIL.COM
Denise Brooks	360 Malone St	sbrooks@fairburr.com
Glazara Tobakh, Reste	115 Fawcett	glazaratobakh@gmail.com
Rachel Atrobakh	115 Fawcett Drive	rthobakh@gmail.com
Kuday and MEREDITH BROWN	205 Fawcett Dr	kuday.brown1771@hotmail.com
Janelle McKearie	180 Fawcett	Jmckearie@gmail.com
Michelle James	207 Hester Glen	
Burnie Gaston	200 Fawcett drive	bing34bing@hotmail.com

LEGEND:

XX AM Peak Hour Traffic Volumes
(XX) PM Peak Hour Traffic Volumes
[XX] Weekday Traffic Volumes



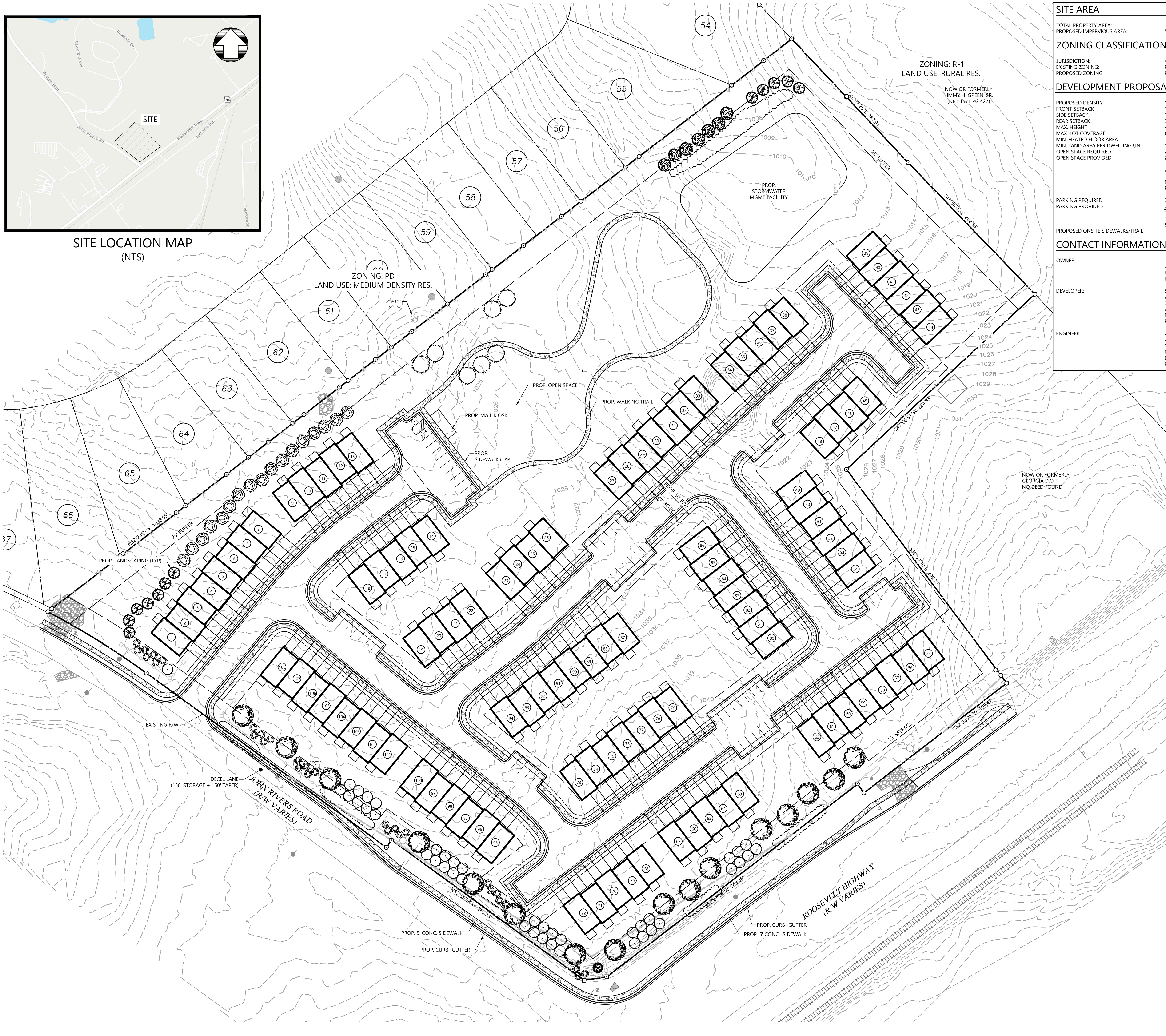
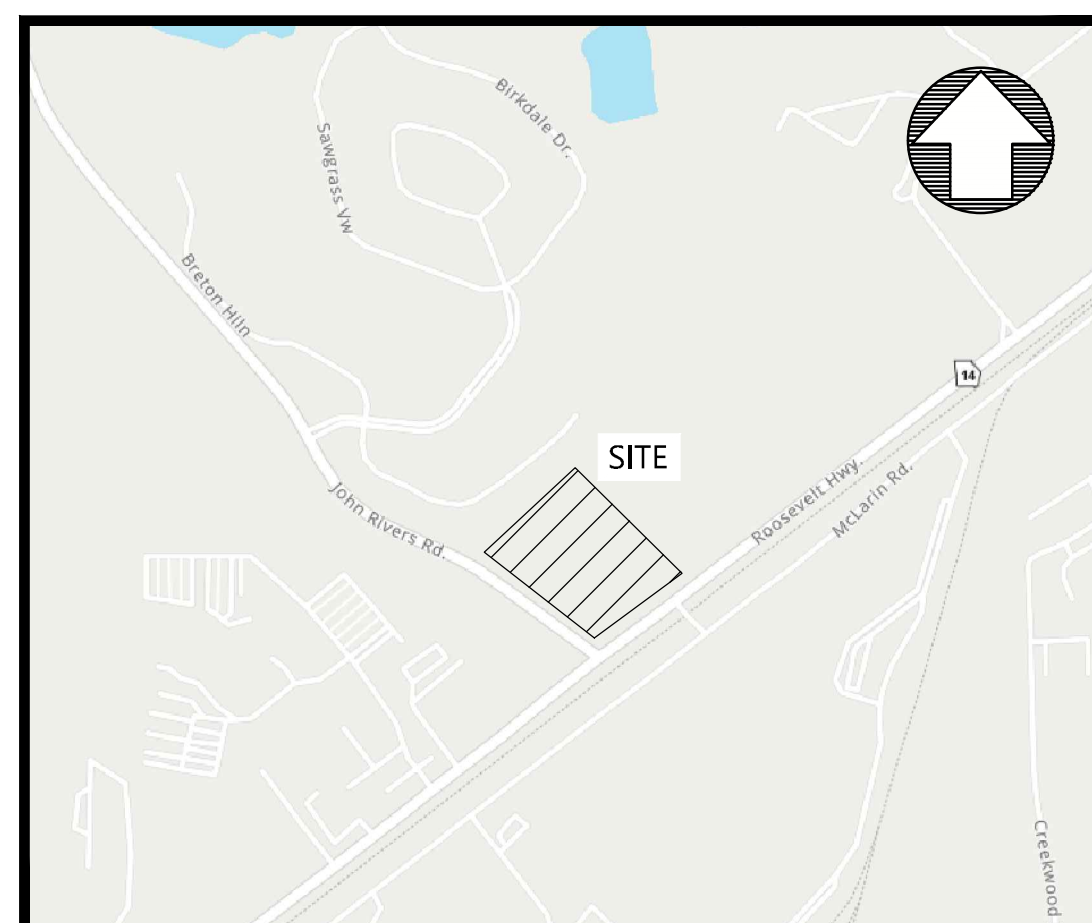
Not to Scale



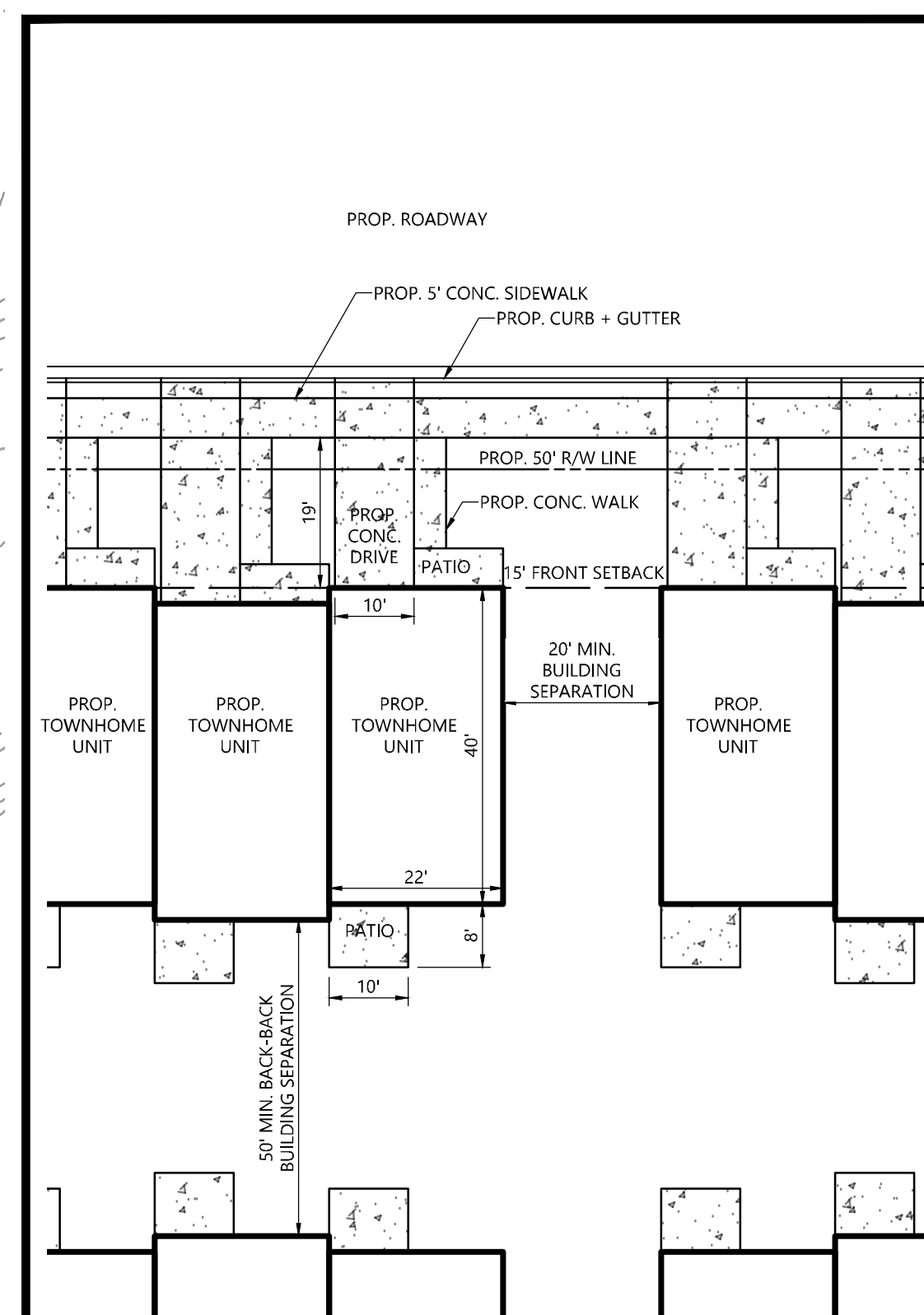
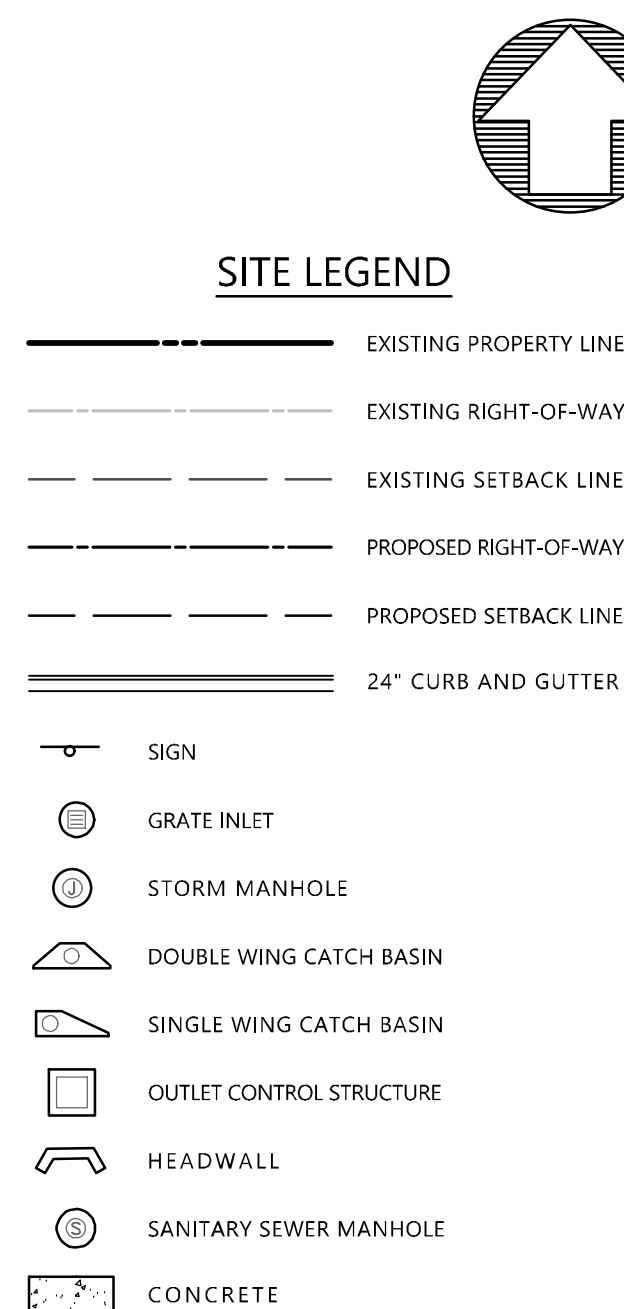
**Site Traffic Memorandum
John River Road Townhomes
City of Fairburn, Georgia**

**Access Locations
& Driveway
Volumes**

**Figure
1**



SITE AREA	
TOTAL PROPERTY AREA: PROPOSED IMPERVIOUS AREA:	13.3± AC 5.7± AC (42.8%)
ZONING CLASSIFICATION	
JURISDICTION: EXISTING ZONING: PROPOSED ZONING:	CITY OF FAIRBURN PD (PLANNED DEVELOPMENT) PD (PLANNED DEVELOPMENT)
DEVELOPMENT PROPOSAL	
PROPOSED DENSITY FRONT SETBACK SIDE SETBACK REAR SETBACK MAX. HEIGHT MAX. LOT COVERAGE MIN. HEATED FLOOR AREA MIN. LAND AREA PER DWELLING UNIT OPEN SPACE REQUIRED OPEN SPACE PROVIDED	108 UNITS (8.12 UNITS/ACRE) 15' LOCAL/25' COLLECTOR 10' (20' BUILDING SEPARATION) 25' 48' 65% 1,000 SF 1,200 SF 2.06 (26% ACRES) 25% (3.4 ACRES) INCLUDES NATURE TRAIL AND OPEN PLAY AREA
NOTE: OPEN SPACE DOES NOT INCLUDE PROPOSED R/W OR STORMWATER FACILITIES	
PARKING REQUIRED PARKING PROVIDED	216 SPACES (2 SPACES/UNIT) 275 SPACES (2.54 SPACES/UNIT) 108 GARAGE SPACES 108 DRIVEWAY SPACES 95 GUEST PARKING SPACES +/-.5,100 LF
PROPOSED ONSITE SIDEWALKS/TRAIL	
CONTACT INFORMATION	
OWNER:	JOHN HARDY JONES 252 SUMMERSET TRACT PEACHTREE CITY, GA 30268 P: 678-633-8924
DEVELOPER:	STARLIGHT HOMES ATTN: JOE INGRAM 3820 MANSELL STREET, SUITE 300 ALPHARETTA, GA 30022 E: JOE.INGRAM@ASHTONWOODS.COM P: 770-652-2512
ENGINEER:	ATTWELL LLC ATTN: DAN GIBBS 1800 PARKWAY PLACE, SUITE 700 MARIETTA, GA 30067 E: DGIBBS@ATTWELL-GROUP.COM P: 404-893-9446



SEAL

THESE DRAWINGS PREPARED BY SEARS SMITH AND ASSOCIATES, INC. FOR THIS PROJECT ARE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, SEARS SMITH AND ASSOCIATES, INC. SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT. THESE DRAWINGS SHALL NOT BE USED BY OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING BY SEARS SMITH AND ASSOCIATES, INC.

REVISIONS

#	DATE	REMARKS

PROJECT TITLE

FAIRBURN TOWNHOMES
JOHN RIVERS ROAD
CITY OF FAIRBURN
FULTON COUNTY, GEORGIA
TAX PARCELS: 07 270001681935

PREPARED FOR

ASHTON WOODS
3820 MANSELL RD
SUITE 300
ALPHARETTA, GA 30022
770.652.2512

SHEET TITLE

ENHANCED
LANDSCAPE EXHIBIT

DRAWN: MSD
CHECKED: CCS

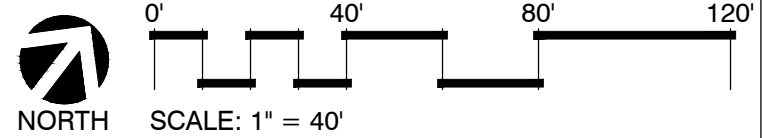
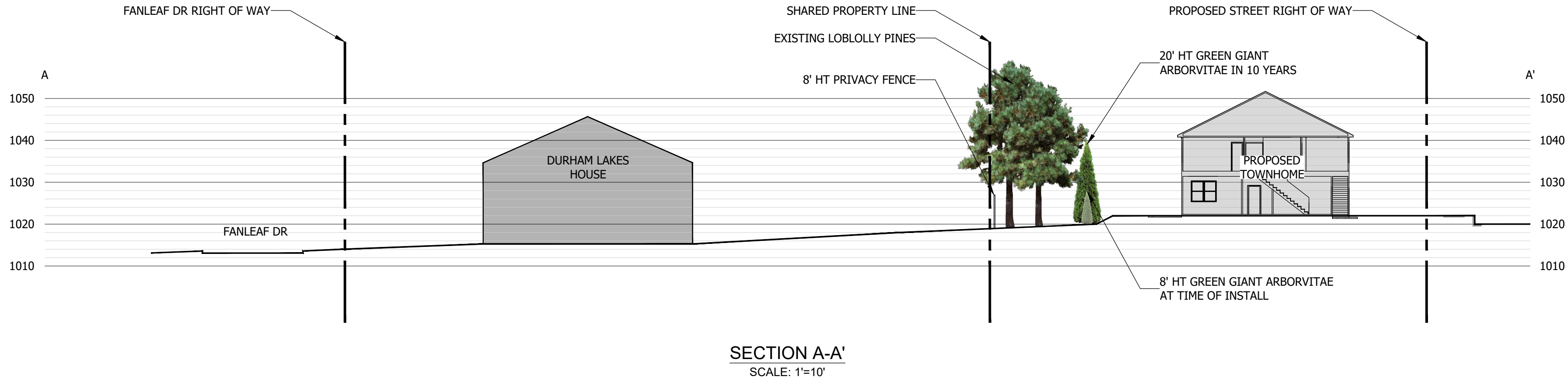
DATE

JUNE 19, 2023

☒ CLIENT REVIEW
☐ FOR PERMIT / REVIEW
☐ BID SET
☐ CONSTRUCTION

SHEET NUMBER

L1.0





INDEX

GA DS-1	DELTA SHEET
GA 0.1	SLAB PLAN 'A'
GA 0.2	SLAB PLAN 'B'
GA 0.3	SLAB PLAN 'C'
GA 0.4	SLAB PLAN 'D'
GA 0.5	SLAB PLAN 'E'
GA 0.6	SLAB PLAN 'F'
GA 0.7	SLAB PLAN 'G'
GA 0.8	SLAB PLAN 'H'
GA 0.9	SLAB PLAN 'I'
GA 0.10	SLAB PLAN 'J'
GA 0.11	SLAB PLAN 'K'
GA 0.12	SLAB PLAN 'L'
GA 0.13	SLAB PLAN 'M'
GA 0.14	SLAB PLAN 'N'
GA 0.15	SLAB PLAN 'O'
GA 1.1	FLOOR PLAN 'A'
GA 1.1.1	FLOOR PLAN OPTIONS
GA 1.2	FLOOR PLAN 'B'
GA 1.3	FLOOR PLAN 'C'
GA 1.4	FLOOR PLAN 'D'
GA 1.5	FLOOR PLAN 'E'
GA 1.6	FLOOR PLAN 'F'
GA 1.7	FLOOR PLAN 'G'
GA 1.8	FLOOR PLAN 'H'
GA 1.9	FLOOR PLAN 'I'
GA 1.10	FLOOR PLAN 'J'
GA 1.11	FLOOR PLAN 'K'
GA 1.12	FLOOR PLAN 'L'
GA 1.13	FLOOR PLAN 'M'
GA 1.14	FLOOR PLAN 'N'
GA 1.15	FLOOR PLAN 'O'
GA 4.1	SECTIONS
GA 4.2	SECTIONS
GA 4.3	SECTIONS
GA 4.4	SECTIONS
GA 4.5	SECTIONS
GA 4.6	SECTIONS
GA 4.7	SECTIONS
GA 4.8	SECTIONS
GA 4.9	SECTIONS
GA 4.10	SECTIONS
GA 4.11	SECTIONS
GA 4.12	SECTIONS
GA 4.13	SECTIONS
GA 4.14	SECTIONS
GA 4.15	SECTIONS
GA 5.1	ELEVATIONS 'A'
GA 5.1.1	ELEV OPTIONS
GA 5.2	ELEVATIONS 'B'
GA 5.3	ELEVATIONS 'C'
GA 5.4	ELEVATIONS 'D'
GA 5.5	ELEVATIONS 'E'
GA 5.6	ELEVATIONS 'F'
GA 5.7	ELEVATIONS 'G'
GA 5.8	ELEVATIONS 'H'
GA 5.9	ELEVATIONS 'I'
GA 5.10	ELEVATIONS 'J'
GA 5.11	ELEVATIONS 'K'
GA 5.12	ELEVATIONS 'L'
GA 5.13	ELEVATIONS 'M'
GA 5.14	ELEVATIONS 'N'
GA 5.15	ELEVATIONS 'O'
GA 5.16	ROOF PLAN 'A'
GA 5.16.1	ROOF PLAN 'B'
GA 5.16.2	ROOF PLAN 'C'
GA 5.16.3	ROOF PLAN 'D'
GA 5.16.4	ROOF PLAN 'E'
GA 5.16.5	ROOF PLAN 'F'
GA 5.16.6	ROOF PLAN 'G'
GA 5.16.7	ROOF PLAN 'H'
GA 5.16.8	ROOF PLAN 'I'
GA 5.16.9	ROOF PLAN 'J'
GA 5.16.10	ROOF PLAN 'K'
GA 5.16.11	ROOF PLAN 'L'
GA 5.16.12	ROOF PLAN 'M'
GA 5.16.13	ROOF PLAN 'N'
GA 5.16.14	ROOF PLAN 'O'
GA 6.1	UTILITY PLANS 'A'
GA 6.1.1	UTILITY PLAN OPTIONS
GA 6.2	UTILITY PLANS 'B'
GA 6.3	UTILITY PLANS 'C'
GA 6.4	UTILITY PLANS 'D'
GA 6.5	UTILITY PLANS 'E'
GA 6.6	UTILITY PLANS 'F'
GA 6.7	UTILITY PLANS 'G'
GA 6.8	UTILITY PLANS 'H'
GA 6.9	UTILITY PLANS 'I'
GA 6.10	UTILITY PLANS 'J'
GA 6.11	UTILITY PLANS 'K'
GA 6.12	UTILITY PLANS 'L'
GA 6.13	UTILITY PLANS 'M'
GA 6.14	UTILITY PLANS 'N'
GA 6.15	UTILITY PLANS 'O'
GA D-1	DETAILS
B-1	BROCHURE SHEET
B-2	BROCHURE SHEET
B-3	BROCHURE SHEET

GENERAL NOTES:

1.
- CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT SITE BEFORE CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO TO THE BUILDER FOR JUSTIFICATION AND/OR CORRECTION BEFORE CONTINUING WITH WORK. CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR ERRORS THAT ARE NOT REPORTED TO THE BUILDER.
2.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES, REGULATIONS, AND FHA/VA MPS.
3.
- ALL DIMENSIONS SHOULD BE READ OR CALCULATED AND NEVER SCALED.
4.
- ALL FOOTINGS TO BE BELOW FROST LINE (SEE LOCAL CODE) AND MUST REST ON UNDISTURBED SOIL CAPABLE OF HANDLING THE BUILDING LOAD. CONSULT LOCAL ENGINEER FOR PROPER FOOTING AND REINFORCING SIZES.
5.
- CONTRACTOR SHALL INSURE COMPATIBILITY OF THE BUILDING WITH ALL SITE REQUIREMENTS.
6.
- IF BACKFILL EXCEEDS 4' AGAINST ANY FOUNDATION WALL, REINFORCE AS PER CODE.
7.
- ALL WOOD, CONCRETE, AND STEEL STRUCTURAL MEMBERS SHALL BE OF A GOOD GRADE AND QUALITY AND MEET ALL NATIONAL, STATE, AND LOCAL BUILDING CODES WHERE APPLICABLE.
8.
- ALL FOUNDATION AND STRUCTURAL MEMBERS SHOULD BE VERIFIED AND STAMPED BY AN ENGINEER IN THE STATE WHERE CONSTRUCTION IS OCCURRING DUE TO A WIDE VARIANCE IN LOCAL CODES, SOIL BEARING CONDITIONS, FROST LINE DEPTH, GEOLOGICAL AND WEATHER CONDITIONS, ETC.
9.
- THE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING AND VERIFYING ALL STRUCTURAL DETAILS AND CONDITIONS TO MEET ALL LOCAL CODES TO INSURE A QUALITY AND SAFE STRUCTURE.

PLAN 1421
COSMOS - LH

REVISION LOG						
REV.	DESCRIPTION	DRAWN BY	DATE	SHEETS AFFECTED	BROCHURE REQUIRED	ENGINEERING REQUIRED
1.	DIVISION REQUESTED REVISIONS		01-08-19		Y/N	Y/N
2.	DIVISION REQUESTED REVISIONS		05-16-19		Y/N	Y/N
3.	DIVISION REQUESTED REVISIONS		07-23-19		Y/N	Y/N
4.	DIVISION REQUESTED REVISIONS		08-26-19		Y/N	Y/N
5.	DIVISION REQUESTED REVISIONS		11-27-19		Y/N	Y/N
6.	DIVISION REQUESTED REVISIONS		09-17-20		Y/N	Y/N
7.	DIVISION REQUESTED REVISIONS		02-23-21		Y/N	Y/N
8.	DIVISION REQUESTED REVISIONS		05-10-21		Y/N	Y/N
9.	DIVISION REQUESTED REVISIONS		06-24-22		Y/N	Y/N

SQUARE FOOTAGE TABULATIONS							
	HEATED S.F.			UNHEATED S.F.			
	FIRST FLOOR	SECOND FLOOR	TOTAL	GARAGE	PORCH	PATIO/ COV. PATIO	TOTAL
ELEVATION 'A'	603	819	1421	224	40	80	344
ELEVATION 'B'	603	819	1421	224	40	80	344
ELEVATION 'C'	603	819	1421	224	40	80	344
ELEVATION 'D'	603	819	1421	224	40	80	344
ELEVATION 'E'	603	819	1421	224	40	80	344
ELEVATION 'F'	603	819	1421	224	40	80	344
ELEVATION 'G'	603	819	1421	224	40	80	344
ELEVATION 'H'	603	819	1421	224	40	80	344
ELEVATION 'I'	603	819	1421	224	40	80	344
ELEVATION 'J'	603	819	1421	224	40	80	344
ELEVATION 'K'	603	819	1421	224	40	80	344
ELEVATION 'L'	603	819	1421	224	40	80	344
ELEVATION 'M'	603	819	1421	224	40	80	344
ELEVATION 'N'	603	819	1421	224	40	80	344
ELEVATION 'O'	603	819	1421	224	40	80	344



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06.24.2022 FOR

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PLAN 1421 COSMOS - LH

COVER SHEET

SHEET NO:
T-1

★ = EGRESS

ALL WINDOWS WHOSE OPENING IS LESS THAN 24" ABOVE THE FINISH FLOOR AND WHOSE OPENING IS GREATER THAN 72" ABOVE THE OUTSIDE WALKING SURFACE MUST HAVE WINDOW OPENING CONTROL DEVICES COMPLYING WITH THE 2018 IRC SECTION R312.2. (REFER TO 2018 NCRC SECTION R612.2 FOR NC REQUIREMENTS).

- NOTES:
- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
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1ST FLOOR = 8'-0" U.N.O. ON ELEVATIONS
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3RD FLOOR = 7'-0" U.N.O. ON ELEVATIONS.
 - ROOFING: PITCHED SHINGLES PER BUILDER.
 - WINDOWS: MANUFACTURER PER BUILDER. DIVIDED LITES AS SHOWN ON THE EXTERIOR ELEVATIONS
 - ENTRY DOOR: AS SELECTED BY BUILDER
 - CHIMNEY AS OCCURS: TOP OF CHIMNEYS TO BE A MINIMUM OF 24" ABOVE ANY ROOF WITHIN 10'-0" OF CHIMNEY.
 - ALL EXTERIOR MATERIALS TO BE INSTALLED PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

ELEVATION KEYNOTE LEGEND	
E2	MASONRY FULL BRICK AS SELECTED BY DEVELOPER, HEIGHT AS NOTED
E4	8" SOLDIER COURSE
E5	ROWLOCK COURSE
E7	FYPON OR EQUIVALENT LOUVERED VENT, SIZE AS NOTED
E9	CORROSION RESISTANT ROOF TO WALL FLASHING, CODE COMPLIANT FLASHING MUST BE INSTALLED AT ALL ROOF/WALL INTERSECTIONS
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E17	FALSE WOOD/VINYL SHUTTERS, TYPE AS SHOWN, SIZE AS NOTED



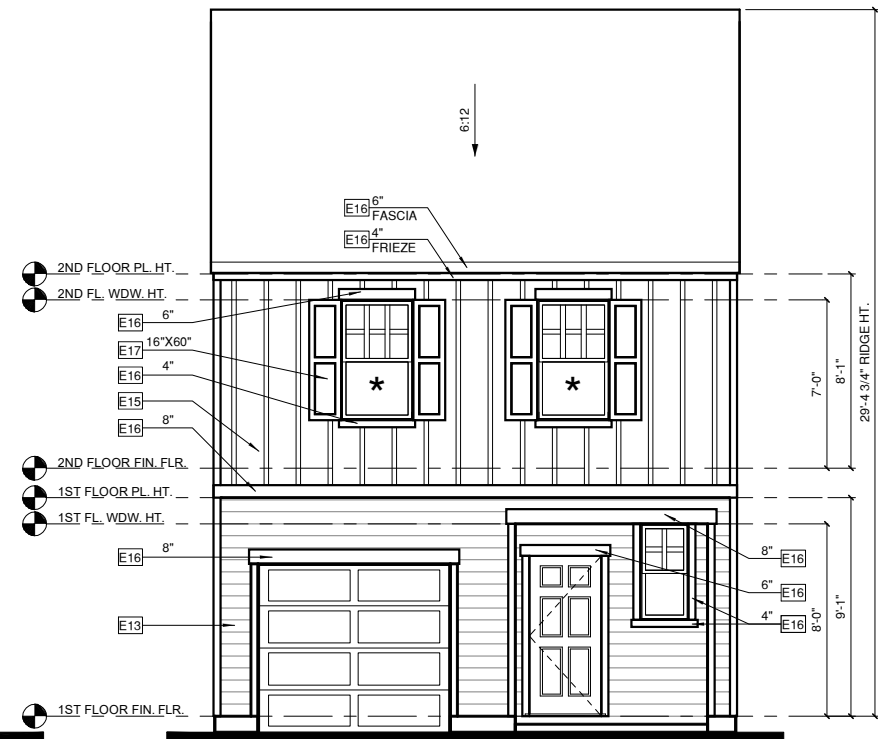
RIGHT ELEVATION 'A' AT END UNIT
CONDITION

③ 1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



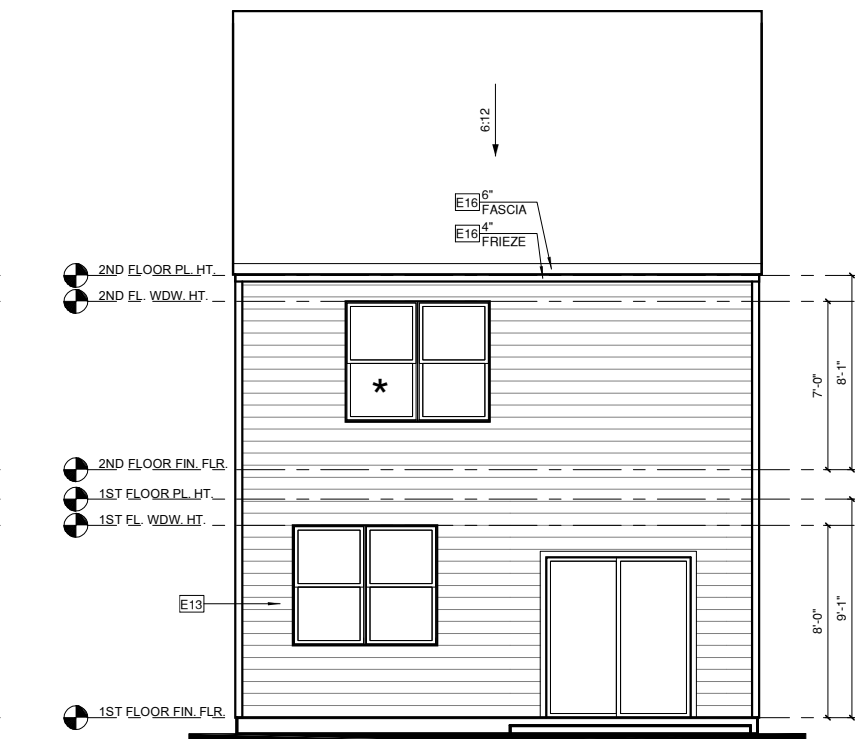
LEFT ELEVATION 'A' AT END UNIT
CONDITION

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FRONT ELEVATION 'A'

① 1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



REAR ELEVATION 'A'

② 1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT

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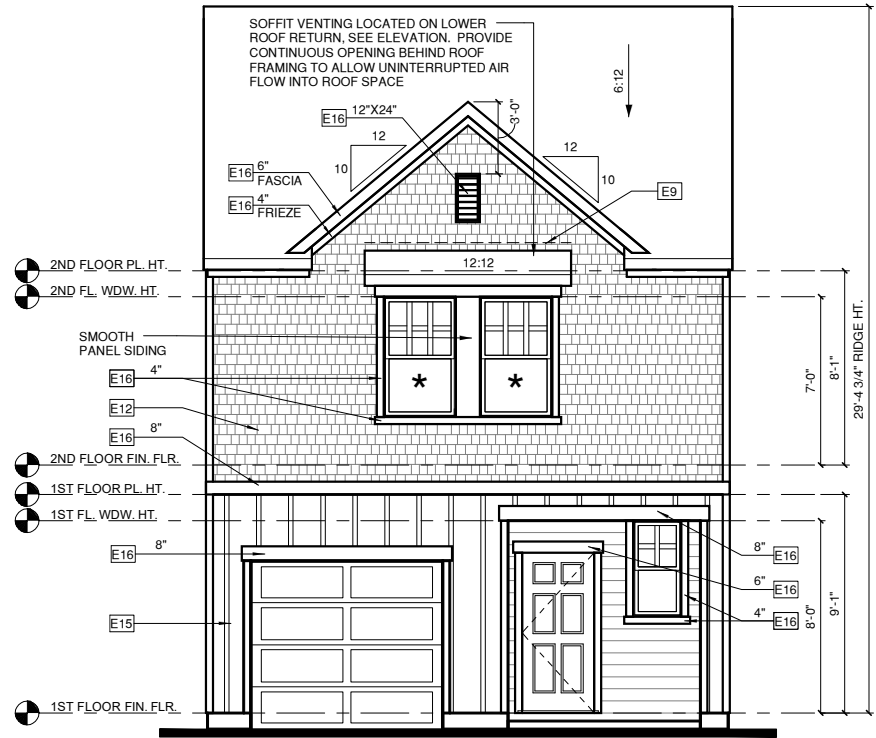
RIGHT ELEVATION 'B' AT END UNIT
CONDITION

③ 1/4" = 1'-0" AT 22\"X34\" LAYOUT 1/8" = 1'-0" AT 11\"X 17\" LAYOUT



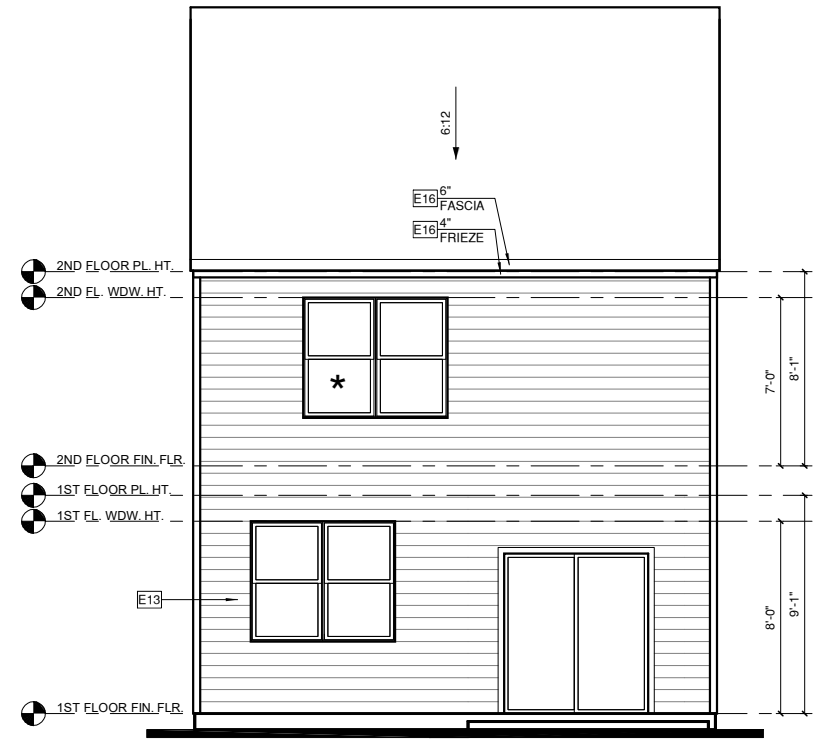
LEFT ELEVATION 'B' AT END UNIT
CONDITION

④ 1/4" = 1'-0" AT 22\"X34\" LAYOUT 1/8" = 1'-0" AT 11\"X 17\" LAYOUT



FRONT ELEVATION 'B'

① 1/4" = 1'-0" AT 22\"X34\" LAYOUT 1/8" = 1'-0" AT 11\"X 17\" LAYOUT



REAR ELEVATION 'B'

② 1/4" = 1'-0" AT 22\"X34\" LAYOUT 1/8" = 1'-0" AT 11\"X 17\" LAYOUT

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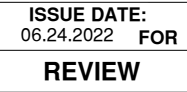
LAST SAVED BY:

PLAN 1421 COSMOS - LH

ELEVATIONS 'B'

SHEET NO:

GA 5.2

[illegible]

LAST REVISION

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ELEVATIONS 'C'

GA 5.3

* = EGRESS

ALL WINDOWS WHOSE OPENING IS LESS THAN 24" ABOVE THE FINISH FLOOR AND WHOSE OPENING IS GREATER THAN 72" ABOVE THE OUTSIDE WALKING SURFACE MUST HAVE WINDOW OPENING CONTROL DEVICES COMPLYING WITH THE 2018 IRC SECTION R312.2. (REFER TO 2018 NRC SECTION R612.2 FOR NC REQUIREMENTS).

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-WINDOWS: MANUFACTURER PER BUILDER. DIVIDED LITES AS SHOWN ON THE EXTERIOR ELEVATIONS

-ENTRY DOOR: AS SELECTED BY BUILDER

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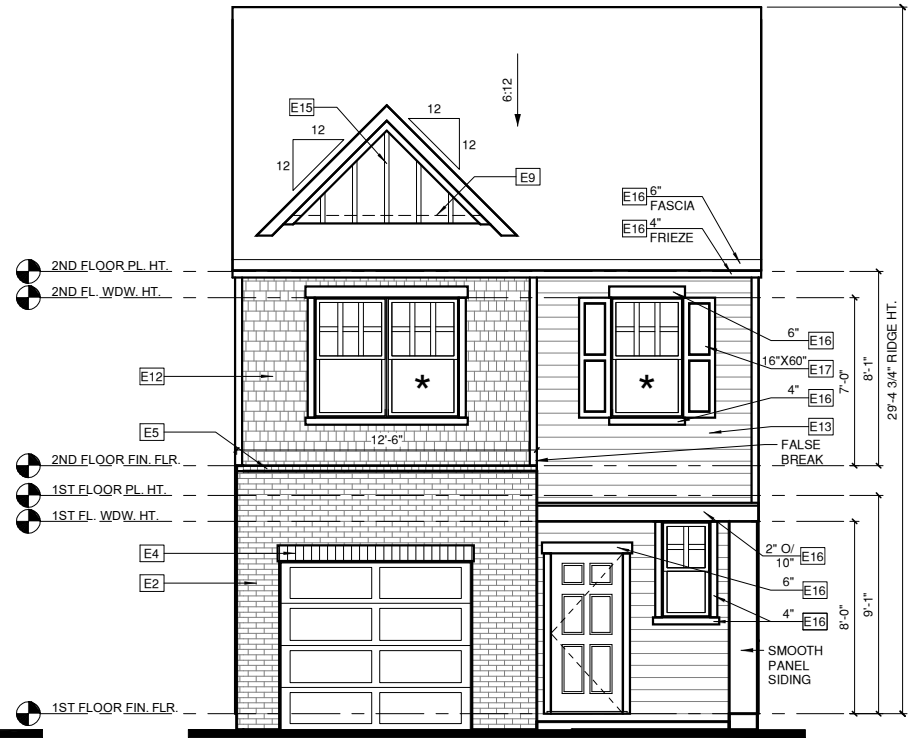
RIGHT ELEVATION 'D' AT END UNIT CONDITION

1/4" = 1'-0" AT 22'X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



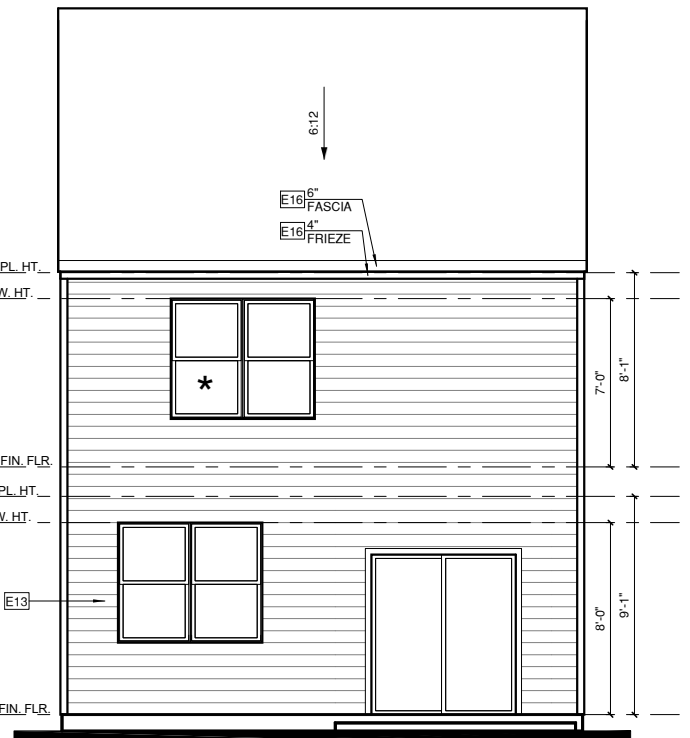
LEFT ELEVATION 'D' AT END UNIT CONDITION

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FRONT ELEVATION 'D'

1/4" = 1'-0" AT 22'X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



REAR ELEVATION 'D'

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PLAN 1421 COSMOS - LH

ELEVATIONS 'D'

SHEET NO:

GA 5.4

★ = EGRESS

ALL WINDOWS WHOSE OPENING IS LESS THAN 24" ABOVE THE FINISH FLOOR AND WHOSE OPENING IS GREATER THAN 72" ABOVE THE OUTSIDE WALKING SURFACE MUST HAVE WINDOW OPENING CONTROL DEVICES COMPLYING WITH THE 2018 IRC SECTION R312.2. (REFER TO 2018 NCRS SECTION R612.2 FOR NC REQUIREMENTS).

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-WINDOWS: MANUFACTURER PER BUILDER. DIVIDED LITES AS SHOWN ON THE EXTERIOR ELEVATIONS

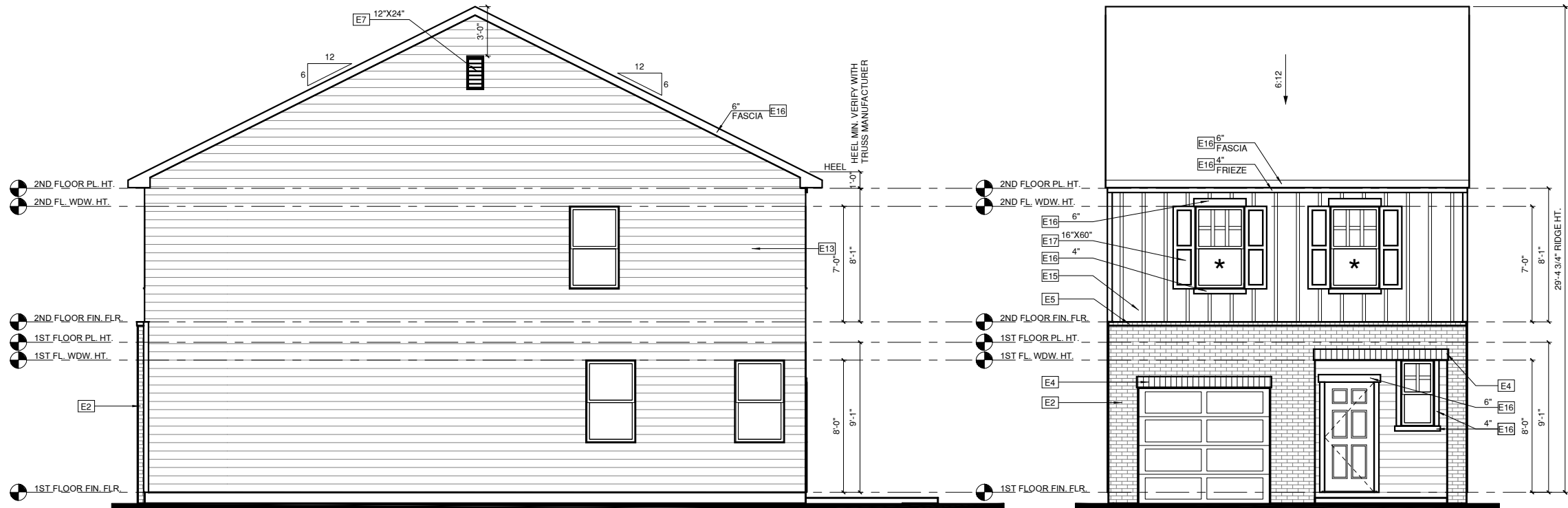
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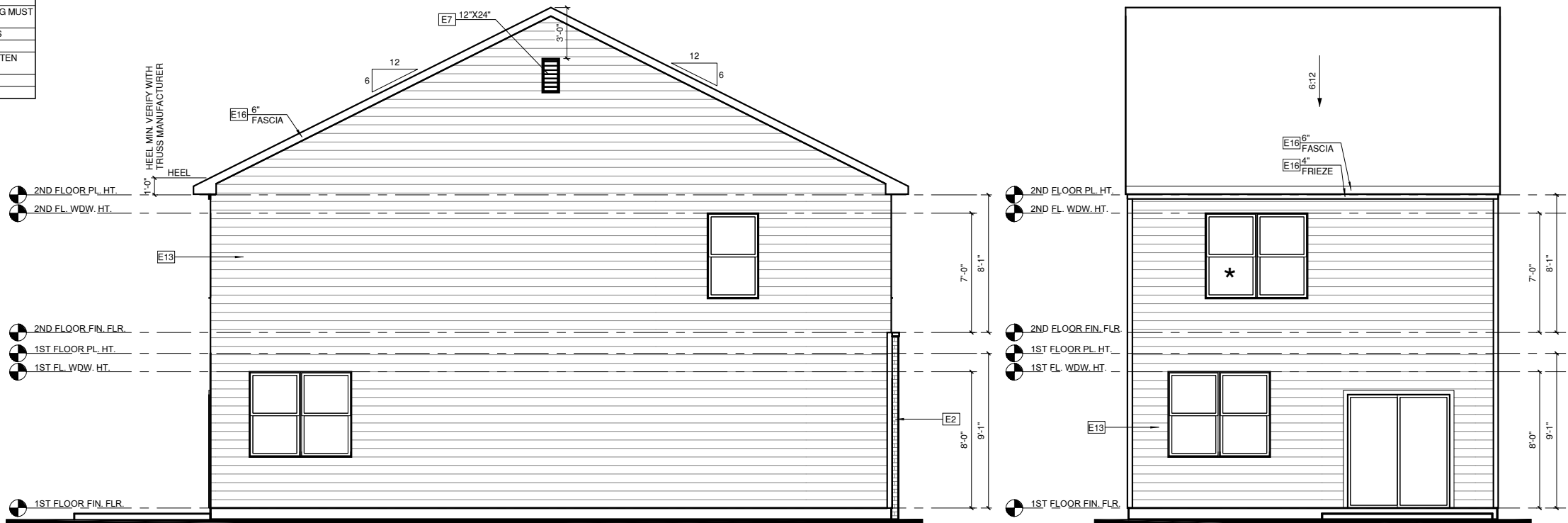


RIGHT ELEVATION 'E' AT END UNIT CONDITION

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FRONT ELEVATION 'E'

1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



LEFT ELEVATION 'E' AT END UNIT CONDITION

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REAR ELEVATION 'E'

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ELEVATIONS 'E'

SHEET NO:

GA 5.5

* = EGRESS

ALL WINDOWS WHOSE OPENING IS LESS THAN 24" ABOVE THE FINISH FLOOR AND WHOSE OPENING IS GREATER THAN 72" ABOVE THE OUTSIDE WALKING SURFACE MUST HAVE WINDOW OPENING CONTROL DEVICES COMPLYING WITH THE 2018 IRC SECTION R312.2. (REFER TO 2018 NCRS SECTION R612.2 FOR NC REQUIREMENTS).

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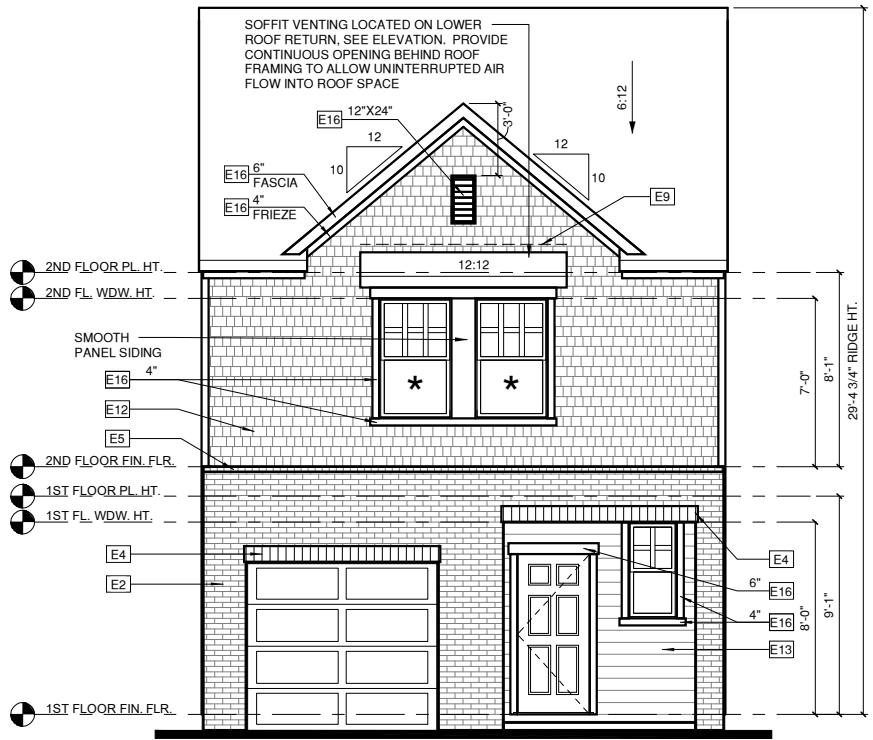
RIGHT ELEVATION 'F' AT END UNIT
CONDITION

③ 1/4" = 1'-0" AT 22\"X34\" LAYOUT 1/8" = 1'-0" AT 11\" X 17\" LAYOUT



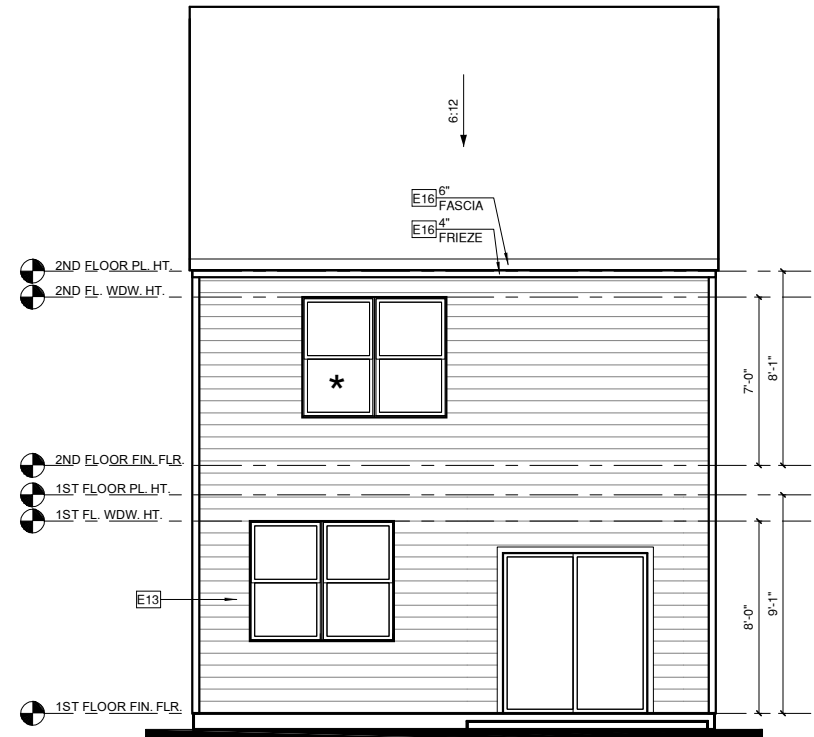
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PLAN 1421 COSMOS - LH

ELEVATIONS 'F'

SHEET NO:

GA 5.6

★ = EGRESS

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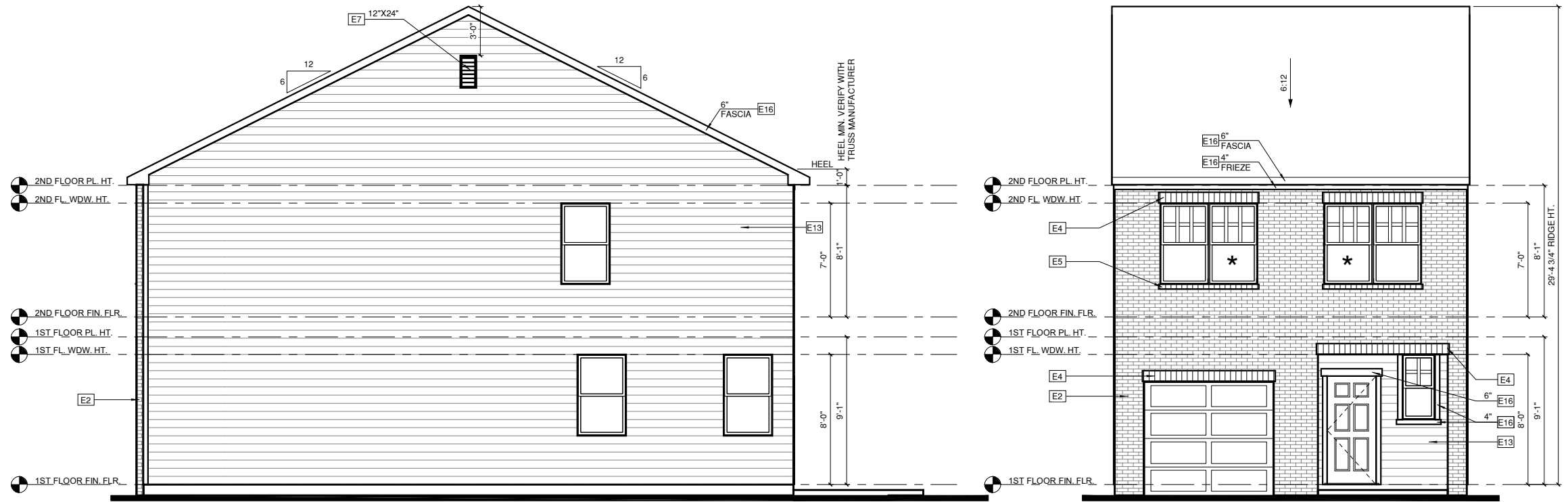
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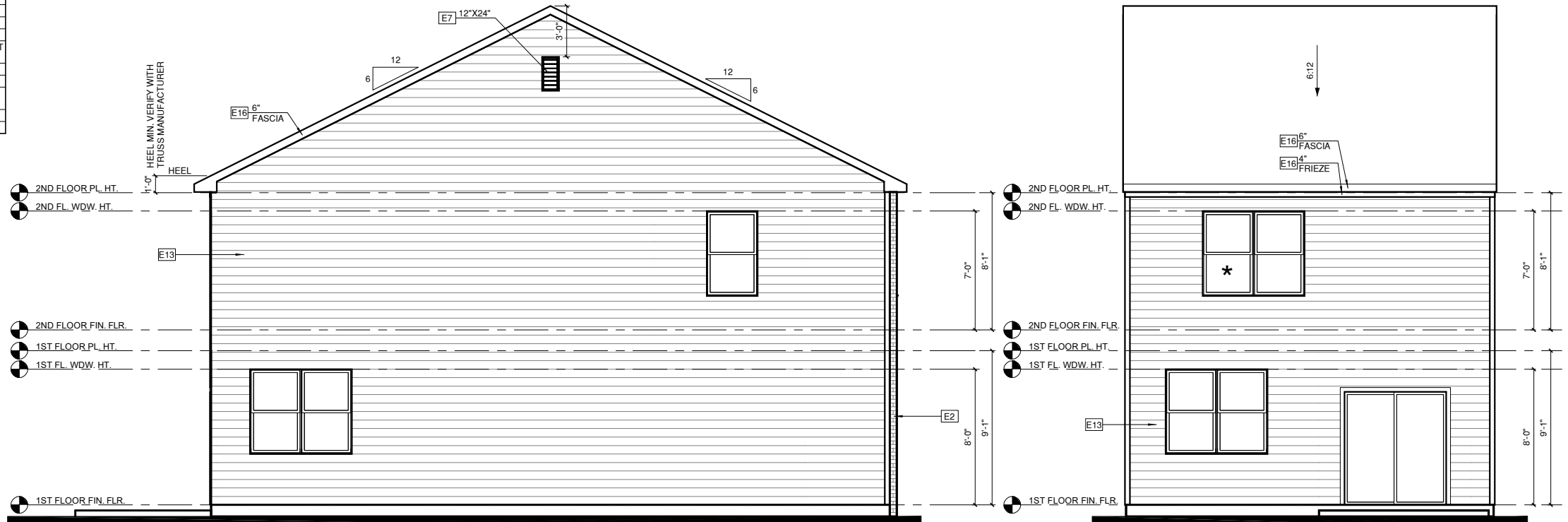


RIGHT ELEVATION 'G' AT END UNIT
CONDITION

1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT

FRONT ELEVATION 'G'

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LEFT ELEVATION 'G' AT END UNIT
CONDITION

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PLAN 1421 COSMOS - LH

ELEVATIONS 'G'

SHEET NO:

GA 5.7

* = EGRESS

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ELEVATION KEYNOTE LEGEND	
E2	MASONRY FULL BRICK AS SELECTED BY DEVELOPER, HEIGHT AS NOTED
E4	8" SOLDIER COURSE
E5	ROWLOCK COURSE
E7	FYPON OR EQUIVALENT LOUVERED VENT, SIZE AS NOTED
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E17	FALSE WOOD/VINYL SHUTTERS, TYPE AS SHOWN, SIZE AS NOTED



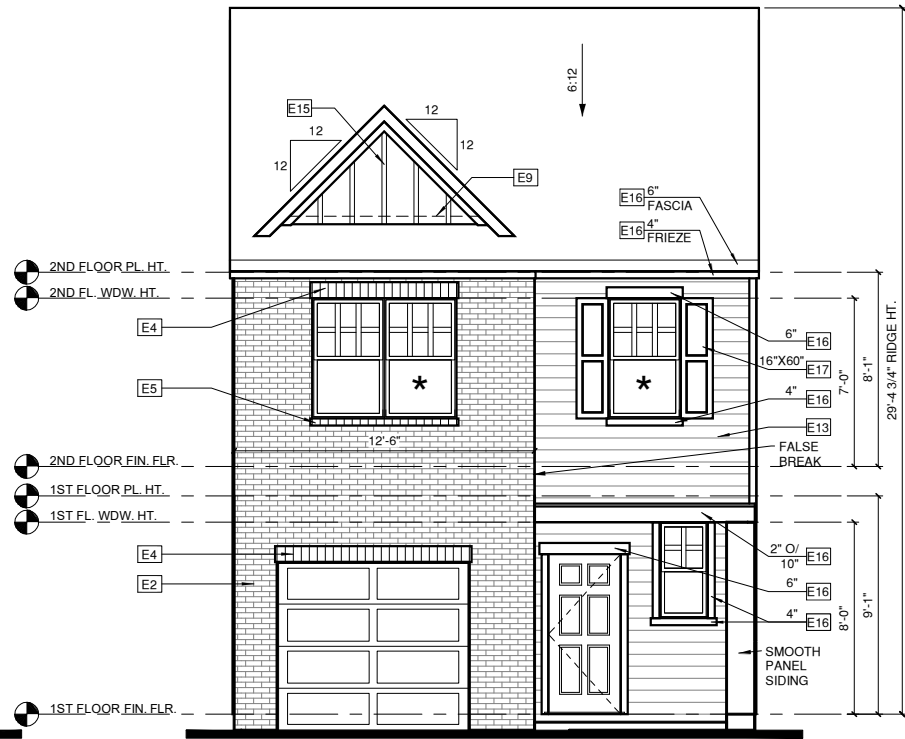
RIGHT ELEVATION 'H' AT END UNIT
CONDITION

1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



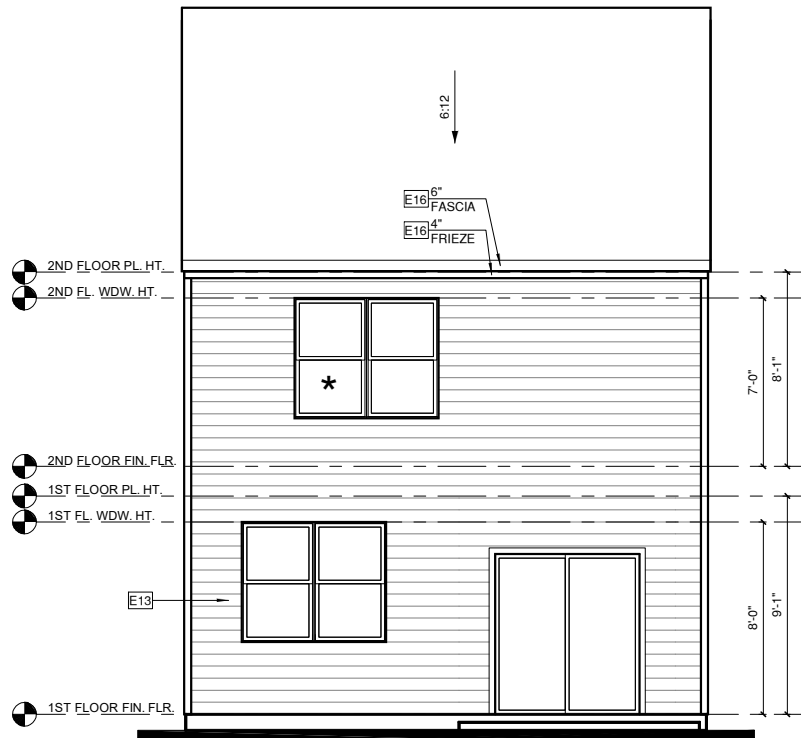
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FRONT ELEVATION 'H'

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REAR ELEVATION 'H'

1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT

STARLIGHT
HOMES

ISSUE DATE:
06.24.2022 FOR

REVIEW

REVISIONS:

NO.	DESCRIPTION

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LAST REVISION

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PLAN 1421 COSMOS - LH

ELEVATIONS 'H'

SHEET NO:

GA 5.8

★ = EGRESS

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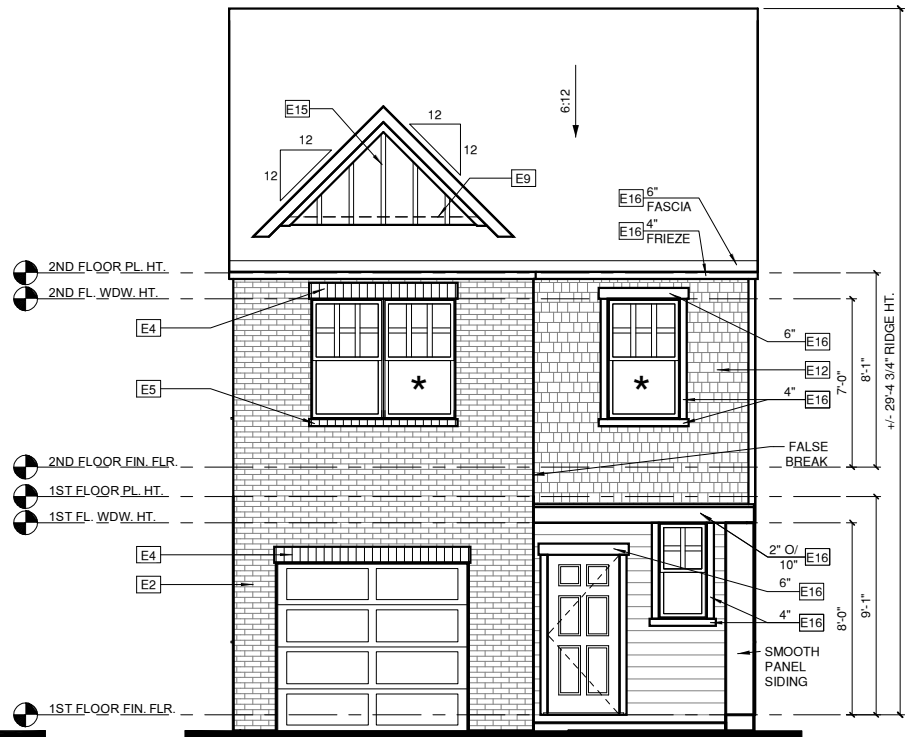
RIGHT ELEVATION 'I' AT END UNIT
CONDITION

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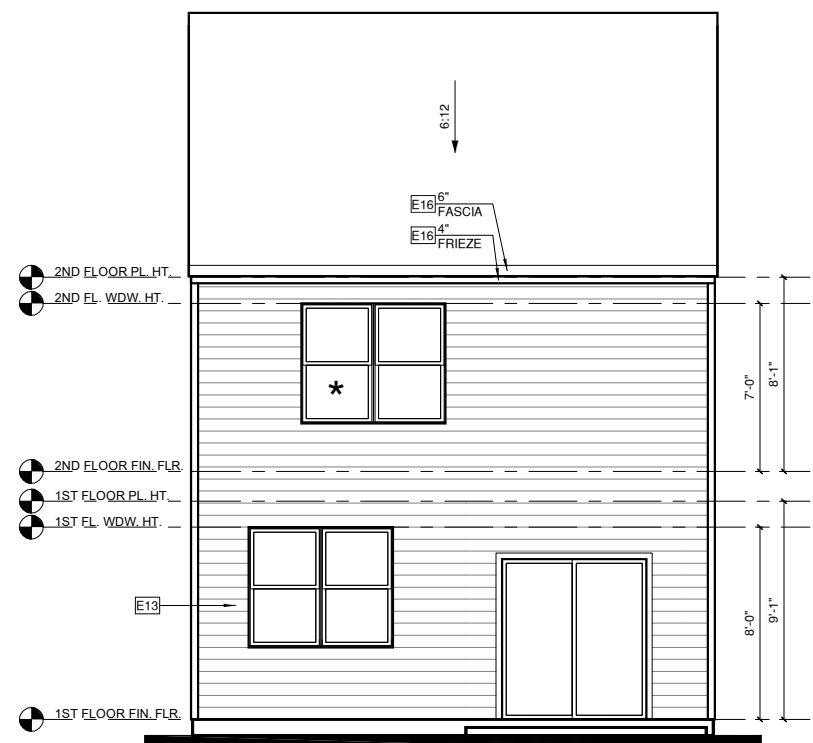
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FRONT ELEVATION 'I'

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ELEVATIONS 'I'

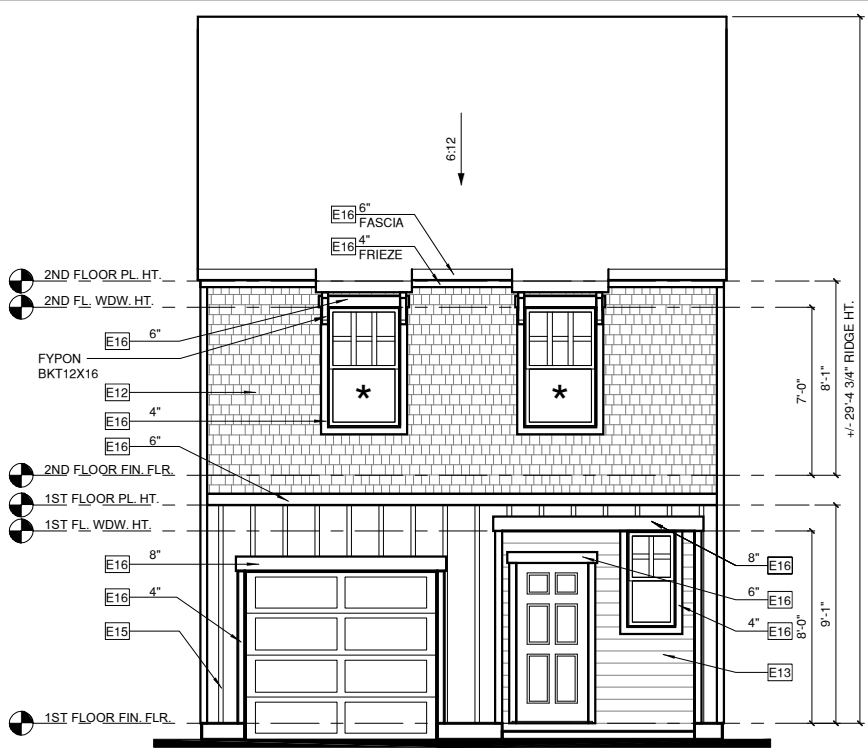
SHEET NO:

GA 5.9



RIGHT ELEVATION 'K' AT END UNIT
CONDITION

③ 1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



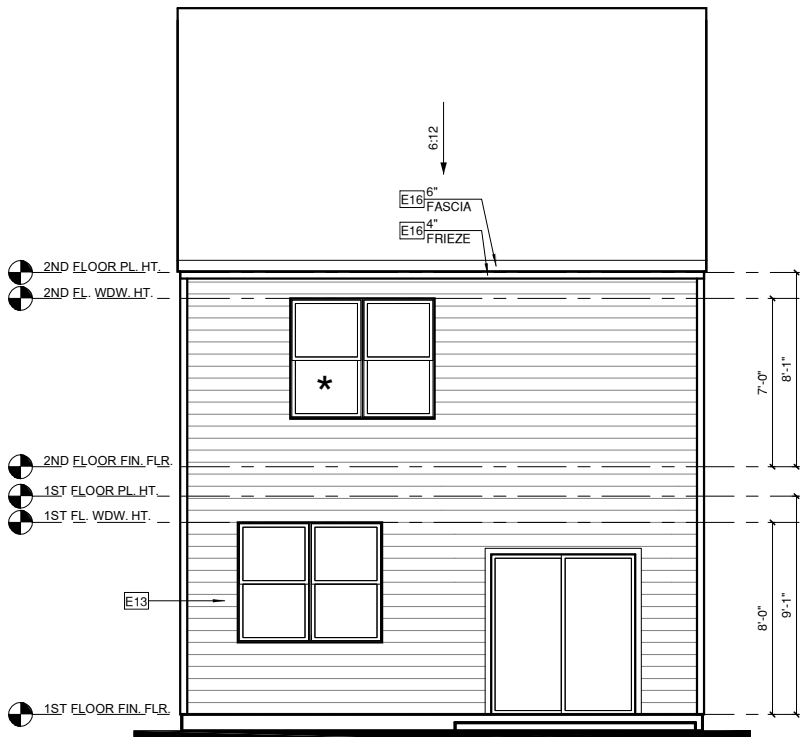
FRONT ELEVATION 'K'

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LEFT ELEVATION 'K' AT END UNIT
CONDITION

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REAR ELEVATION 'K'

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PLAN 1421 COSMOS - LH

ELEVATIONS 'K'

SHEET NO:
GA 5.11



RIGHT ELEVATION 'L' AT END UNIT
CONDITION

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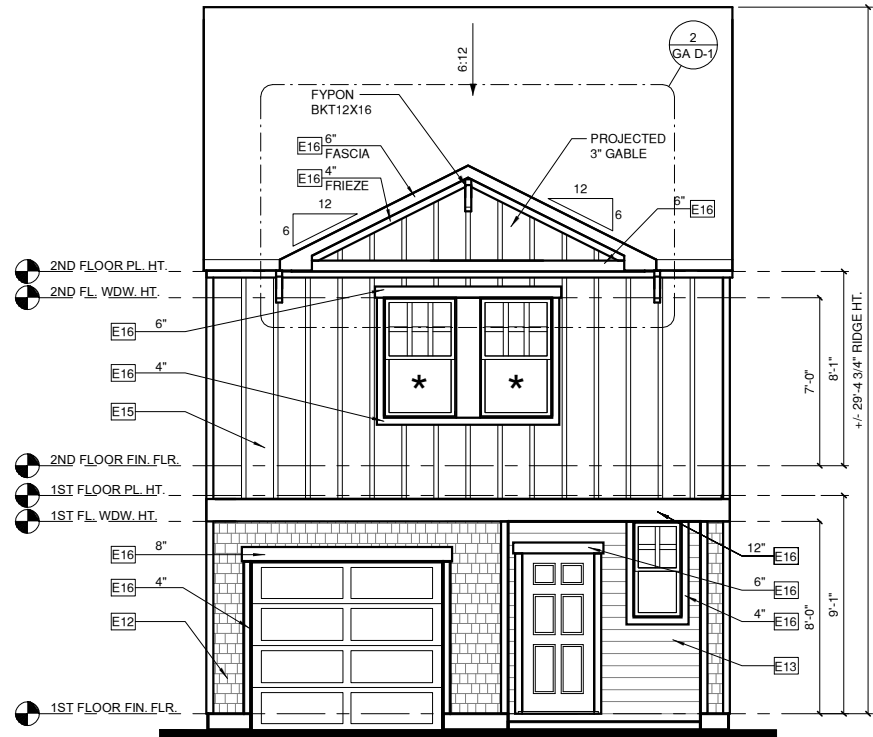
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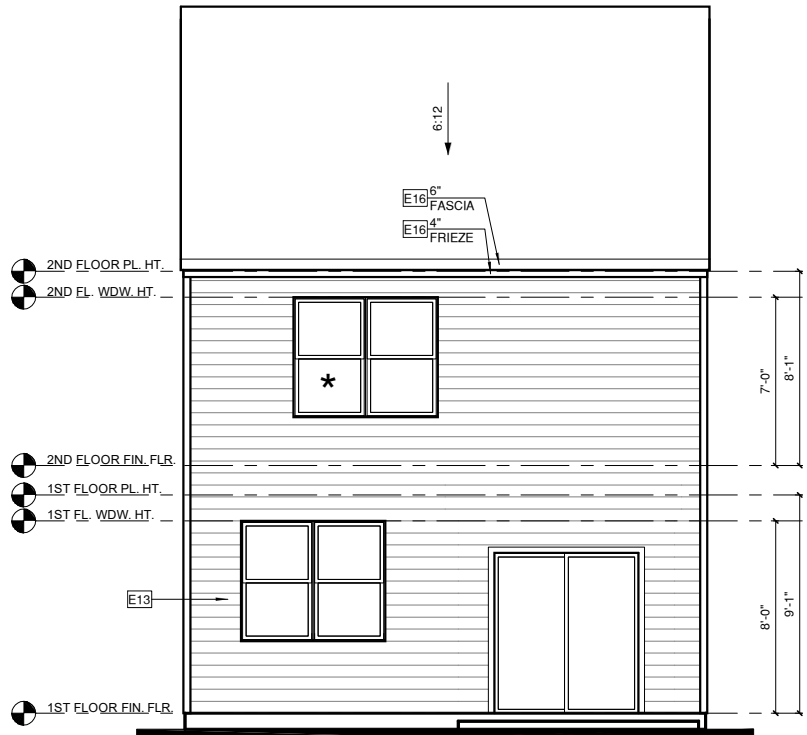
LEFT ELEVATION 'L' AT END UNIT
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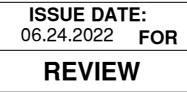
LAST SAVED BY:

PLAN 1421 COSMOS - LH

ELEVATIONS 'L'

SHEET NO:

GA 5.12

[illegible]

LAST REVISION

PLAN 1421 COSMOS - LH

ELEVATIONS 'N'

GA 5.14



2 $1/4" = 1'-0"$ AT 22"X34" LAYOUT $1/8" = 1'-0"$ AT 11" X 17" LAYOUT



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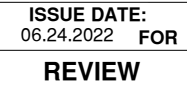
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[illegible]

LAST REVISION

PLAN 1421 COSMOS - LH

ELEVATIONS 'O'

GA 5.15



1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



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INDEX

GA DS-1	DELTA SHEET
GA 0.1	SLAB PLAN 'A'
GA 0.2	SLAB PLAN 'B'
GA 0.3	SLAB PLAN 'C'
GA 0.4	SLAB PLAN 'D'
GA 0.5	SLAB PLAN 'E'
GA 0.6	SLAB PLAN 'F'
GA 0.7	SLAB PLAN 'G'
GA 0.8	SLAB PLAN 'H'
GA 0.9	SLAB PLAN 'I'
GA 0.10	SLAB PLAN 'J'
GA 0.11	SLAB PLAN 'K'
GA 0.12	SLAB PLAN 'L'
GA 0.13	SLAB PLAN 'M'
GA 0.14	SLAB PLAN 'N'
GA 0.15	SLAB PLAN 'O'
GA 1.1	FLOOR PLAN 'A'
GA 1.1.1	FLOOR PLAN OPTIONS
GA 1.2	FLOOR PLAN 'B'
GA 1.3	FLOOR PLAN 'C'
GA 1.4	FLOOR PLAN 'D'
GA 1.5	FLOOR PLAN 'E'
GA 1.6	FLOOR PLAN 'F'
GA 1.7	FLOOR PLAN 'G'
GA 1.8	FLOOR PLAN 'H'
GA 1.9	FLOOR PLAN 'I'
GA 1.10	FLOOR PLAN 'J'
GA 1.11	FLOOR PLAN 'K'
GA 1.12	FLOOR PLAN 'L'
GA 1.13	FLOOR PLAN 'M'
GA 1.14	FLOOR PLAN 'N'
GA 1.15	FLOOR PLAN 'O'
GA 4.1	SECTIONS
GA 4.2	SECTIONS
GA 4.3	SECTIONS
GA 4.4	SECTIONS
GA 4.5	SECTIONS
GA 4.6	SECTIONS
GA 4.7	SECTIONS
GA 4.8	SECTIONS
GA 4.9	SECTIONS
GA 4.10	SECTIONS
GA 4.11	SECTIONS
GA 4.12	SECTIONS
GA 4.13	SECTIONS
GA 4.14	SECTIONS
GA 4.15	SECTIONS
GA 5.1	ELEVATIONS 'A'
GA 5.1.1	ELEV OPTIONS
GA 5.2	ELEVATIONS 'B'
GA 5.3	ELEVATIONS 'C'
GA 5.4	ELEVATIONS 'D'
GA 5.5	ELEVATIONS 'E'
GA 5.6	ELEVATIONS 'F'
GA 5.7	ELEVATIONS 'G'
GA 5.8	ELEVATIONS 'H'
GA 5.9	ELEVATIONS 'I'
GA 5.10	ELEVATIONS 'J'
GA 5.11	ELEVATIONS 'K'
GA 5.12	ELEVATIONS 'L'
GA 5.13	ELEVATIONS 'M'
GA 5.14	ELEVATIONS 'N'
GA 5.15	ELEVATIONS 'O'
GA 5.16	ROOF PLAN 'A'
GA 5.16.1	ROOF PLAN 'B'
GA 5.16.2	ROOF PLAN 'C'
GA 5.16.3	ROOF PLAN 'D'
GA 5.16.4	ROOF PLAN 'E'
GA 5.16.5	ROOF PLAN 'F'
GA 5.16.6	ROOF PLAN 'G'
GA 5.16.7	ROOF PLAN 'H'
GA 5.16.8	ROOF PLAN 'I'
GA 5.16.9	ROOF PLAN 'J'
GA 5.16.10	ROOF PLAN 'K'
GA 5.16.11	ROOF PLAN 'L'
GA 5.16.12	ROOF PLAN 'M'
GA 5.16.13	ROOF PLAN 'N'
GA 5.16.14	ROOF PLAN 'O'
GA 6.1	UTILITY PLANS 'A'
GA 6.1.1	UTILITY PLAN OPTIONS
GA 6.2	UTILITY PLANS 'B'
GA 6.3	UTILITY PLANS 'C'
GA 6.4	UTILITY PLANS 'D'
GA 6.5	UTILITY PLANS 'E'
GA 6.6	UTILITY PLANS 'F'
GA 6.7	UTILITY PLANS 'G'
GA 6.8	UTILITY PLANS 'H'
GA 6.9	UTILITY PLANS 'I'
GA 6.10	UTILITY PLANS 'J'
GA 6.11	UTILITY PLANS 'K'
GA 6.12	UTILITY PLANS 'L'
GA 6.13	UTILITY PLANS 'M'
GA 6.14	UTILITY PLANS 'N'
GA 6.15	UTILITY PLANS 'O'
GA D-1	DETAILS
B-1	BROCHURE SHEET
B-2	BROCHURE SHEET
B-3	BROCHURE SHEET

GENERAL NOTES:

1. CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT SITE BEFORE CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO TO THE BUILDER FOR JUSTIFICATION AND/OR CORRECTION BEFORE CONTINUING WITH WORK. CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR ERRORS THAT ARE NOT REPORTED TO THE BUILDER.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES, REGULATIONS, AND FHA/VA MPS.
3. ALL DIMENSIONS SHOULD BE READ OR CALCULATED AND NEVER SCALED.
4. ALL FOOTINGS TO BE BELOW FROST LINE (SEE LOCAL CODE) AND MUST REST ON UNDISTURBED SOIL CAPABLE OF HANDLING THE BUILDING LOAD. CONSULT LOCAL ENGINEER FOR PROPER FOOTING AND REINFORCING SIZES.
5. CONTRACTOR SHALL INSURE COMPATIBILITY OF THE BUILDING WITH ALL SITE REQUIREMENTS.
6. IF BACKFILL EXCEEDS 4' AGAINST ANY FOUNDATION WALL, REINFORCE AS PER CODE.
7. ALL WOOD, CONCRETE, AND STEEL STRUCTURAL MEMBERS SHALL BE OF A GOOD GRADE AND QUALITY AND MEET ALL NATIONAL, STATE, AND LOCAL BUILDING CODES WHERE APPLICABLE.
8. ALL FOUNDATION AND STRUCTURAL MEMBERS SHOULD BE VERIFIED AND STAMPED BY AN ENGINEER IN THE STATE WHERE CONSTRUCTION IS OCCURRING DUE TO A WIDE VARIANCE IN LOCAL CODES, SOIL BEARING CONDITIONS, FROST LINE DEPTH, GEOLOGICAL AND WEATHER CONDITIONS, ETC.
9. THE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING AND VERIFYING ALL STRUCTURAL DETAILS AND CONDITIONS TO MEET ALL LOCAL CODES TO INSURE A QUALITY AND SAFE STRUCTURE.

PLAN 1422
GALAXY - LH

REVISION LOG						
REV.	DESCRIPTION	DRAWN BY	DATE	SHEETS AFFECTED	BROCHURE REQUIRED	ENGINEERING REQUIRED
1.	DIVISION REQUESTED REVISIONS		01-08-19		Y/N	Y/N
2.	DIVISION REQUESTED REVISIONS		05-16-19		Y/N	Y/N
3.	DIVISION REQUESTED REVISIONS		07-23-19		Y/N	Y/N
4.	DIVISION REQUESTED REVISIONS		08-26-19		Y/N	Y/N
5.	DIVISION REQUESTED REVISIONS		11-27-19		Y/N	Y/N
6.	DIVISION REQUESTED REVISIONS		12-02-19		Y/N	Y/N
7.	DIVISION REQUESTED REVISIONS		09-17-20		Y/N	Y/N
8.	DIVISION REQUESTED REVISIONS		02-23-21		Y/N	Y/N
9.	DIVISION REQUESTED REVISIONS		05-10-21		Y/N	Y/N
10.	DIVISION REQUESTED REVISIONS		06-24-22		Y/N	Y/N

SQUARE FOOTAGE TABULATIONS							
	HEATED S.F.			UNHEATED S.F.			
	FIRST FLOOR	SECOND FLOOR	TOTAL	GARAGE	PORCH	PATIO/ COV. PATIO	TOTAL
ELEVATION 'A'	603	819	1421	224	40	80	344
ELEVATION 'B'	603	819	1421	224	40	80	344
ELEVATION 'C'	603	819	1421	224	40	80	344
ELEVATION 'D'	603	819	1421	224	40	80	344
ELEVATION 'E'	603	819	1421	224	40	80	344
ELEVATION 'F'	603	819	1421	224	40	80	344
ELEVATION 'G'	603	819	1421	224	40	80	344
ELEVATION 'H'	603	819	1421	224	40	80	344
ELEVATION 'I'	603	819	1421	224	40	80	344
ELEVATION 'J'	603	819	1421	224	40	80	344
ELEVATION 'K'	603	819	1421	224	40	80	344
ELEVATION 'L'	603	819	1421	224	40	80	344
ELEVATION 'M'	603	819	1421	224	40	80	344
ELEVATION 'N'	603	819	1421	224	40	80	344
ELEVATION 'O'	603	819	1421	224	40	80	344



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06.24.2022 FOR
REVIEW

REVISIONS:	

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LAST REVISION	

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PLAN 1422 GALAXY - LH

COVER SHEET

SHEET NO:
T-1

★ = EGRESS

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E5	ROWLOCK COURSE
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E17	FALSE WOOD/VINYL SHUTTERS, TYPE AS SHOWN, SIZE AS NOTED



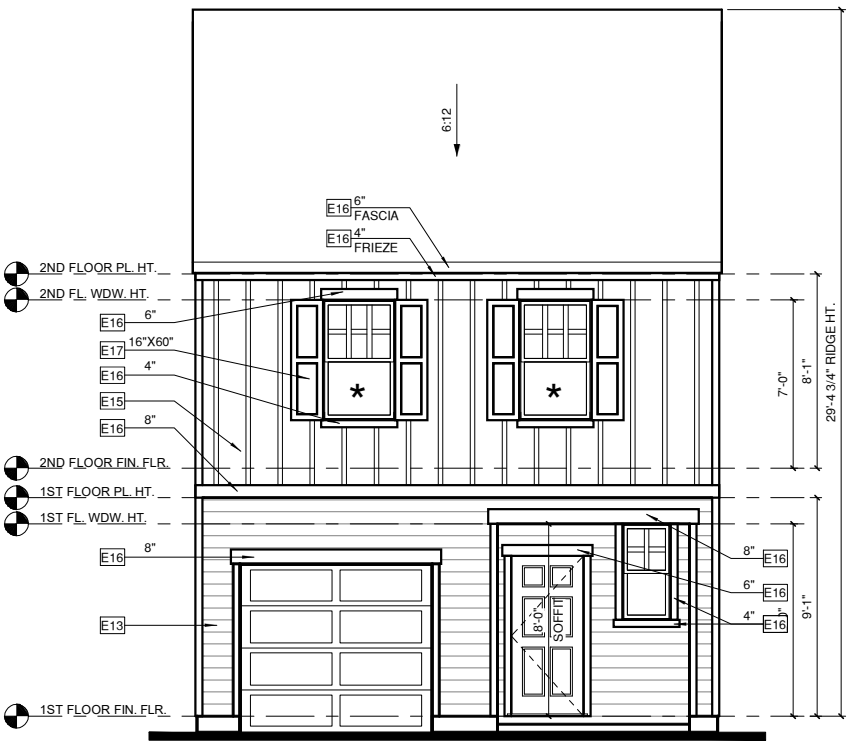
RIGHT ELEVATION 'A' AT END UNIT
CONDITION

③ 1/4" = 1'-0" AT 22"X34" LAYOUT 1/8" = 1'-0" AT 11" X 17" LAYOUT



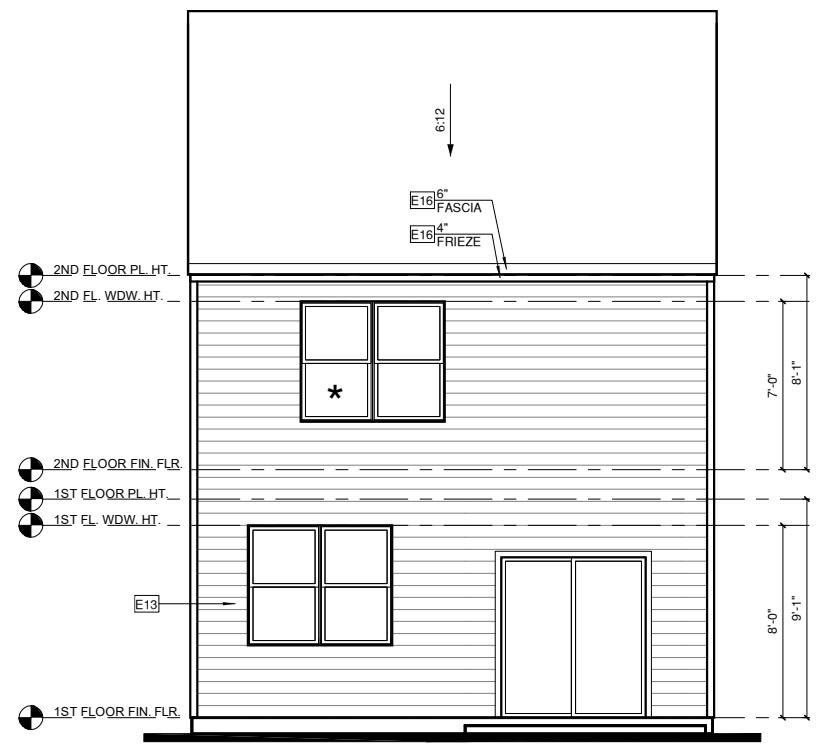
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FRONT ELEVATION 'A'

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REAR ELEVATION 'A'

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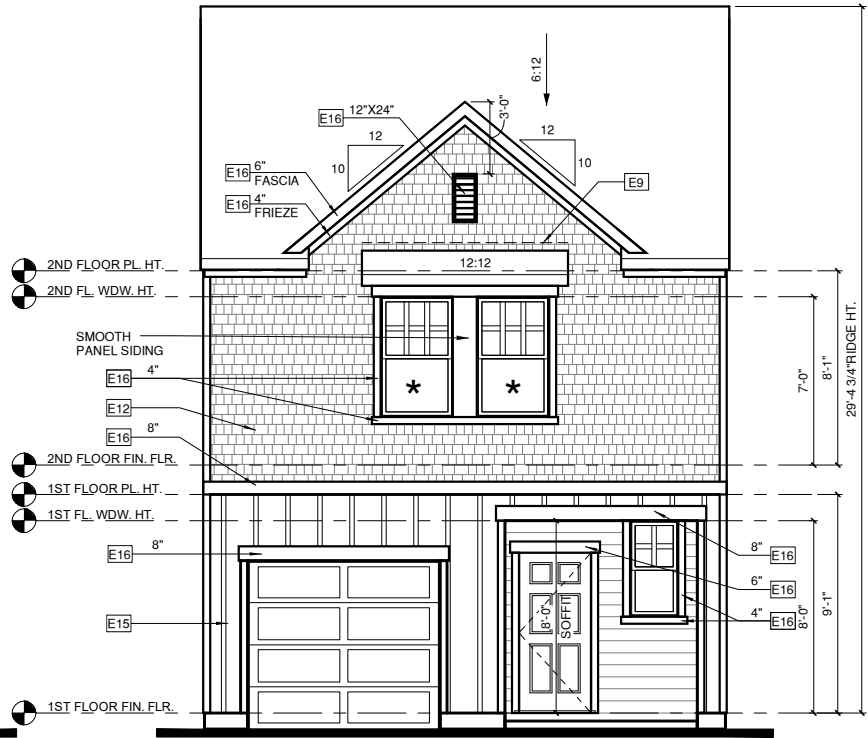
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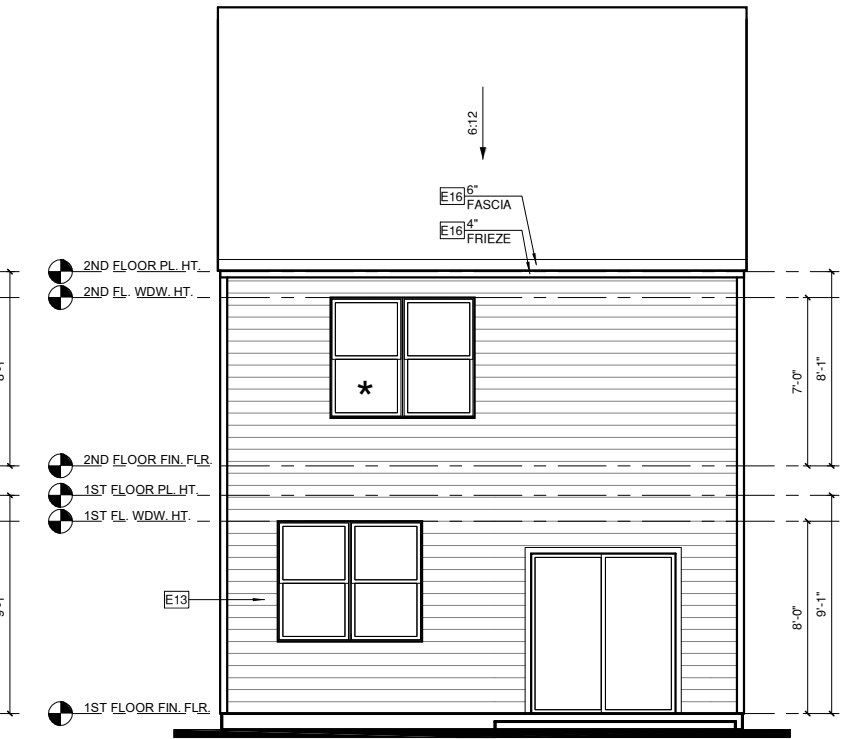
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LEFT ELEVATION 'B' AT END UNIT
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REAR ELEVATION 'B'

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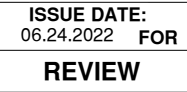
LAST SAVED BY:

PLAN 1422 GALAXY - LH

ELEVATIONS 'B'

SHEET NO:

GA 5.2

[illegible]

LAST REVISION

PLAN 1422 GALAXY - LH

ELEVATIONS 'C'

GA 5.3

* = EGRESS

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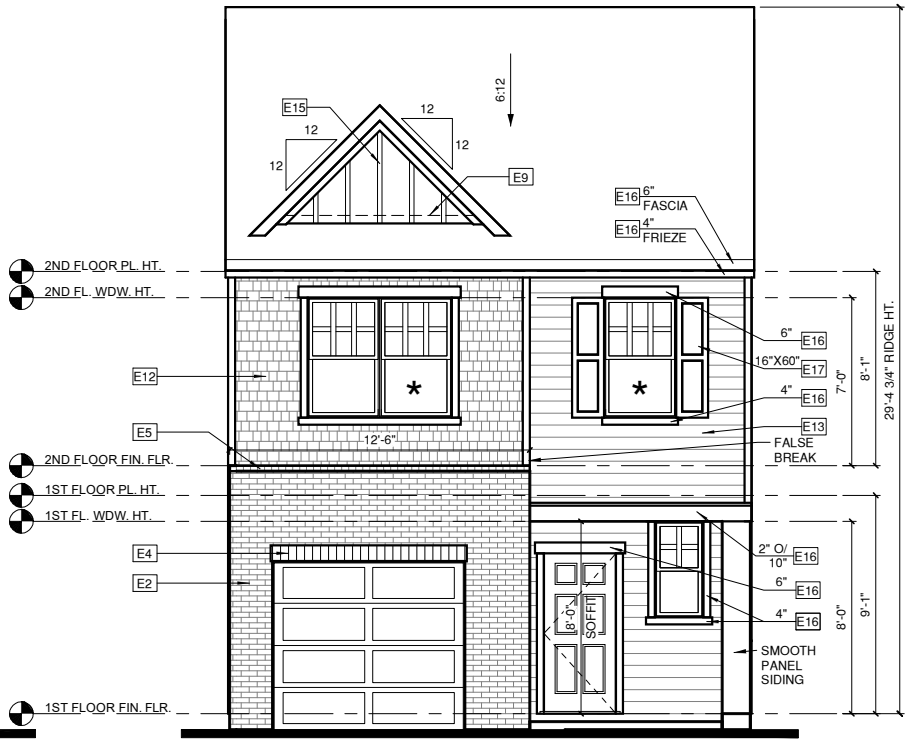
RIGHT ELEVATION 'D' AT END UNIT
CONDITION

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LEFT ELEVATION 'D' AT END UNIT
CONDITION

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FRONT ELEVATION 'D'

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REAR ELEVATION 'D'

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PLAN 1422 GALAXY - LH

ELEVATIONS 'D'

SHEET NO:

GA 5.4

★ = EGRESS

ALL WINDOWS WHOSE OPENING IS LESS THAN 24" ABOVE THE FINISH FLOOR AND WHOSE OPENING IS GREATER THAN 72" ABOVE THE OUTSIDE WALKING SURFACE MUST HAVE WINDOW OPENING CONTROL DEVICES COMPLYING WITH THE 2012 IRC SECTION R312.2. (REFER TO 2012 NCRS SECTION R612.2 FOR NC REQUIREMENTS).

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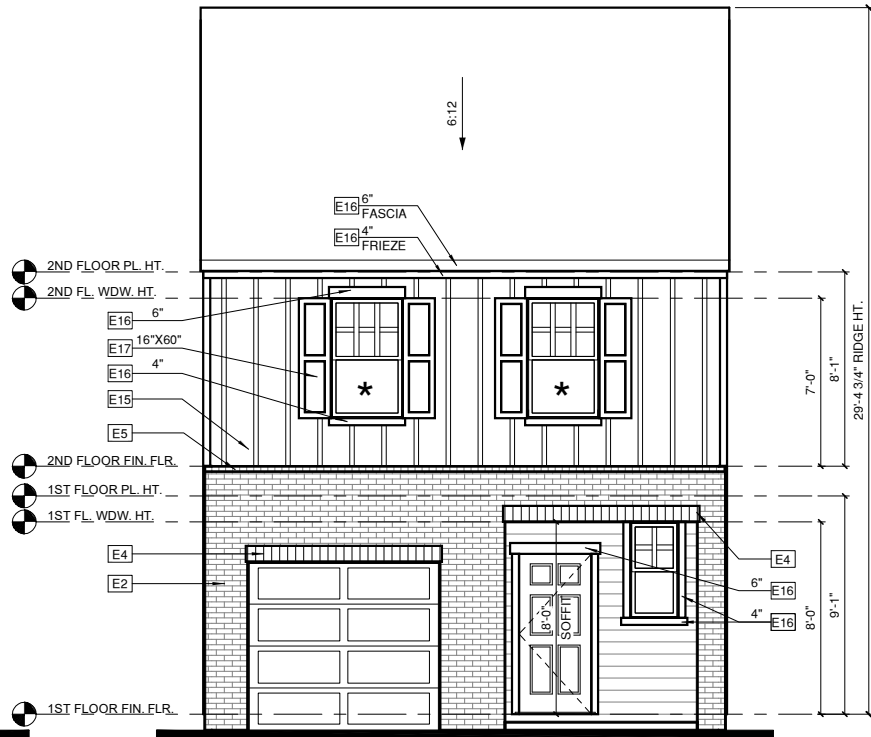
RIGHT ELEVATION 'E' AT END UNIT
CONDITION

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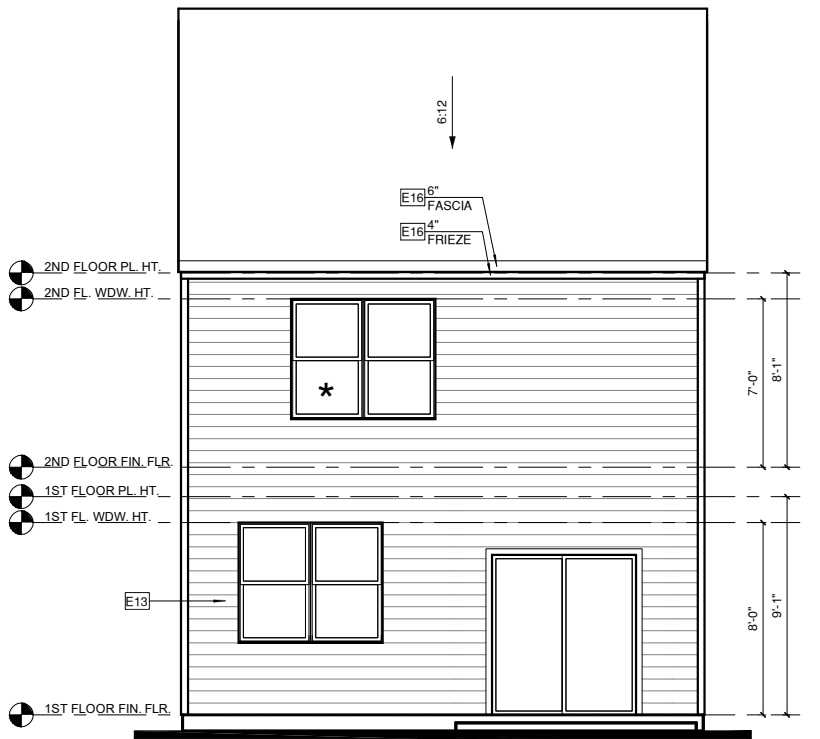
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ISSUE DATE:
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REVISIONS:

NO.	DESCRIPTION

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LAST REVISION

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PLAN 1422 GALAXY - LH

ELEVATIONS 'E'

SHEET NO:

GA 5.5

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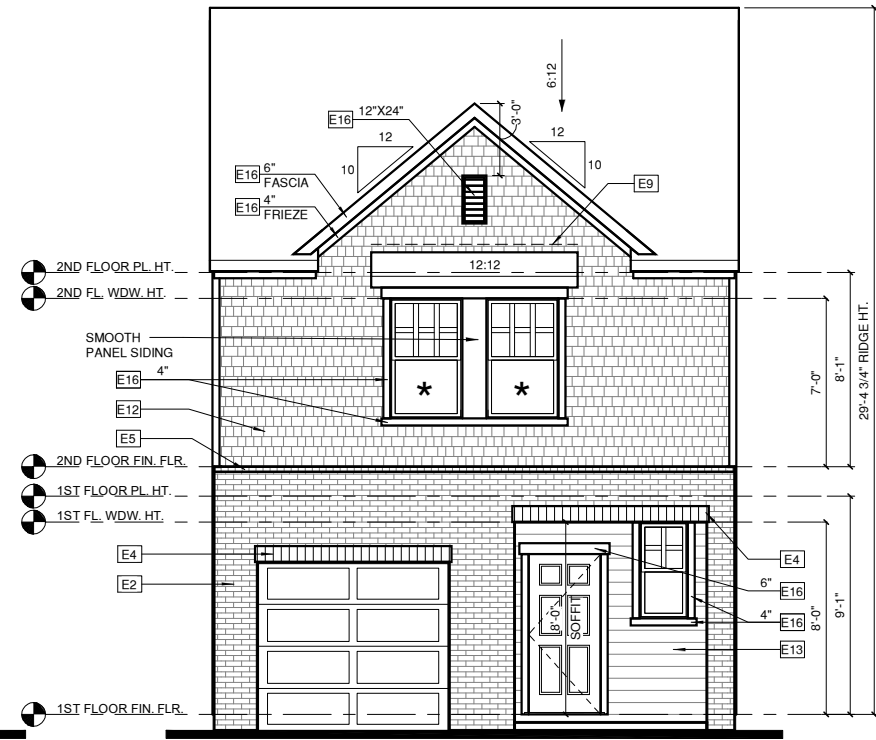
RIGHT ELEVATION 'F' AT END UNIT
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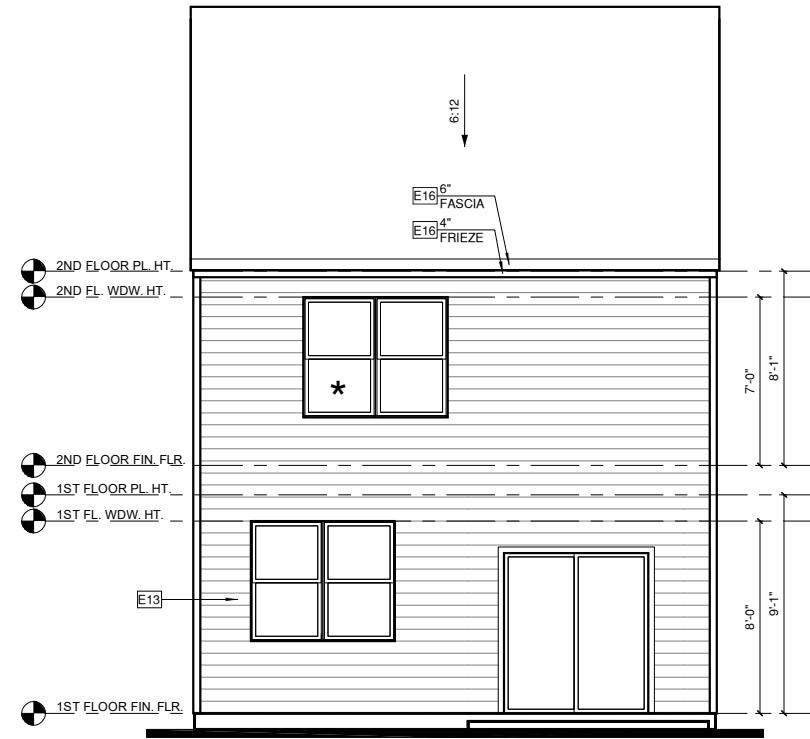
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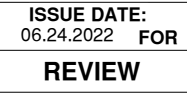
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LAST REVISION

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PLAN 1422 GALAXY - LH
ELEVATIONS 'F'

SHEET NO:
GA 5.6

[illegible]

LAST REVISION

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ELEVATIONS 'G'

GA 5.7

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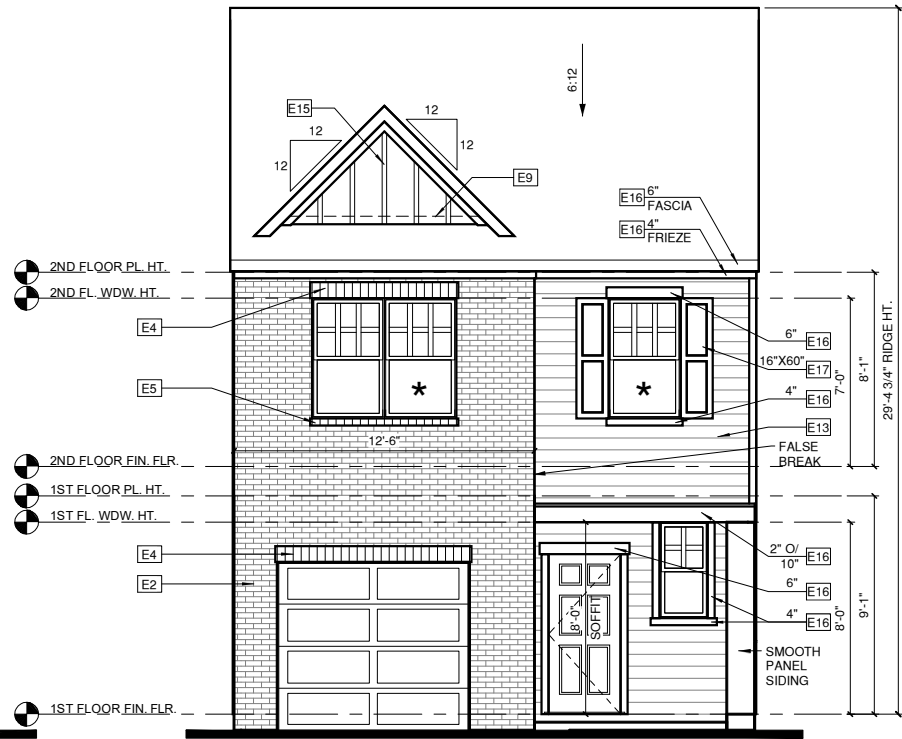
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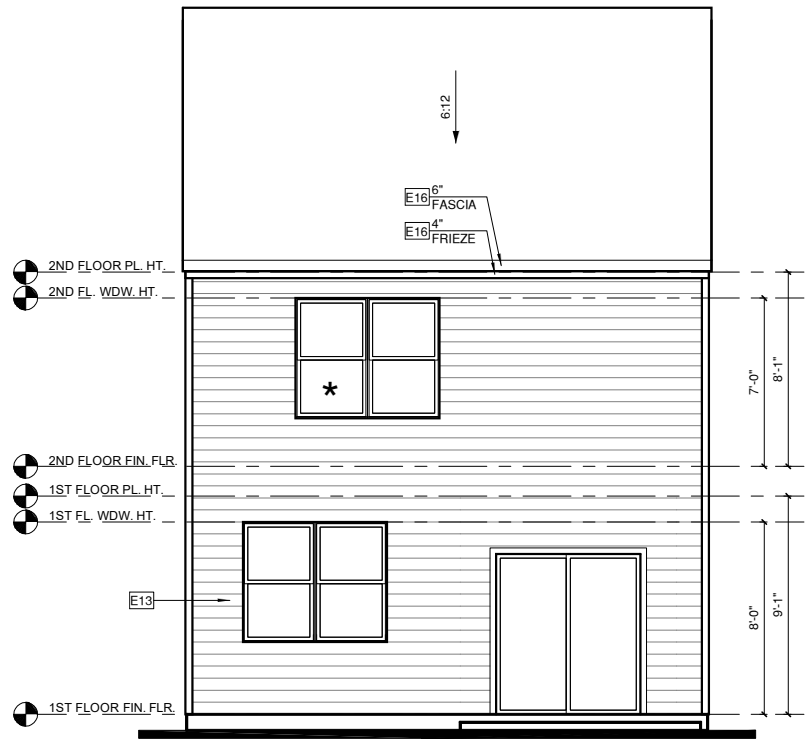
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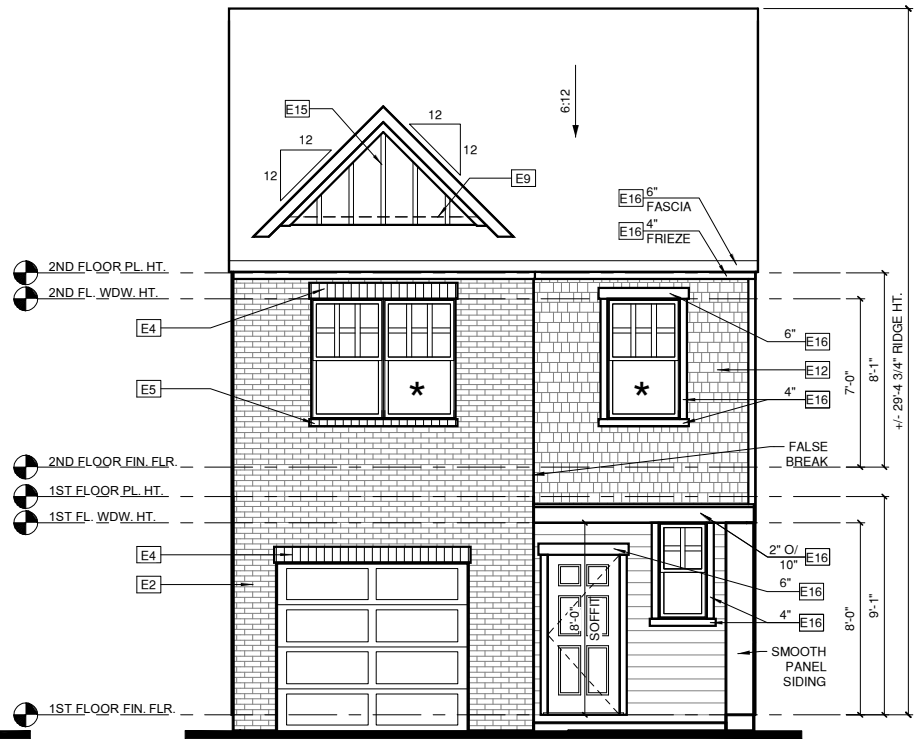
RIGHT ELEVATION 'I' AT END UNIT
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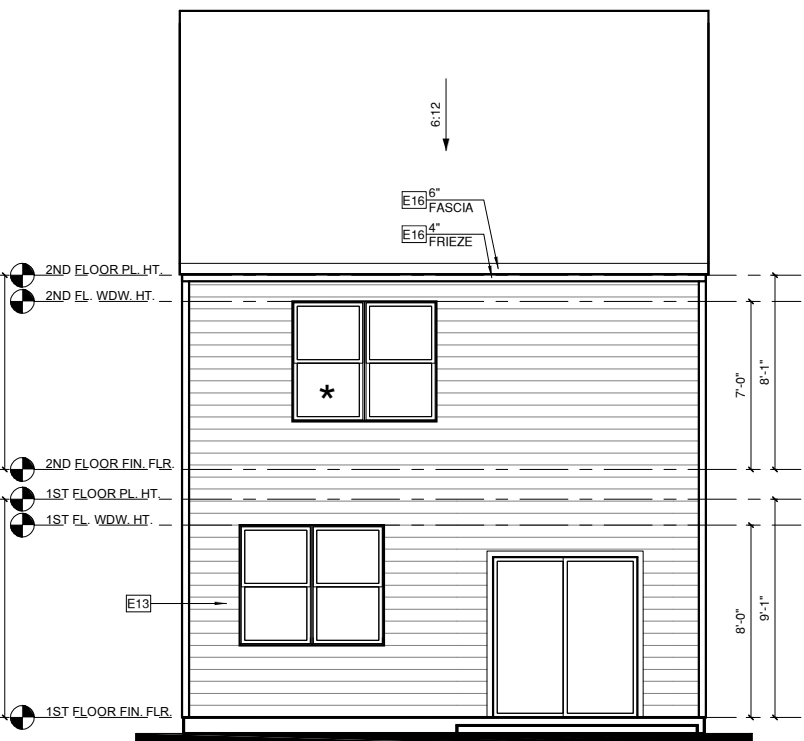
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FRONT ELEVATION 'I'

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REAR ELEVATION 'I'

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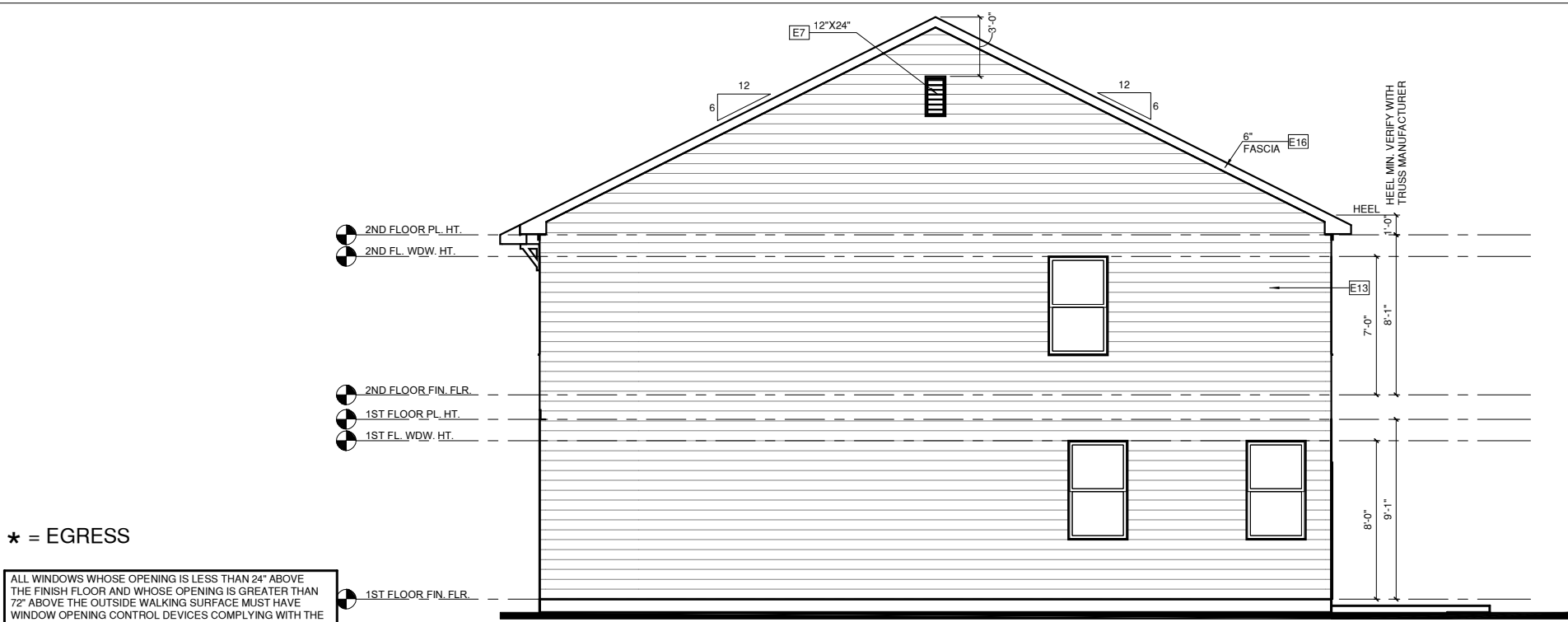
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ELEVATIONS 'I'

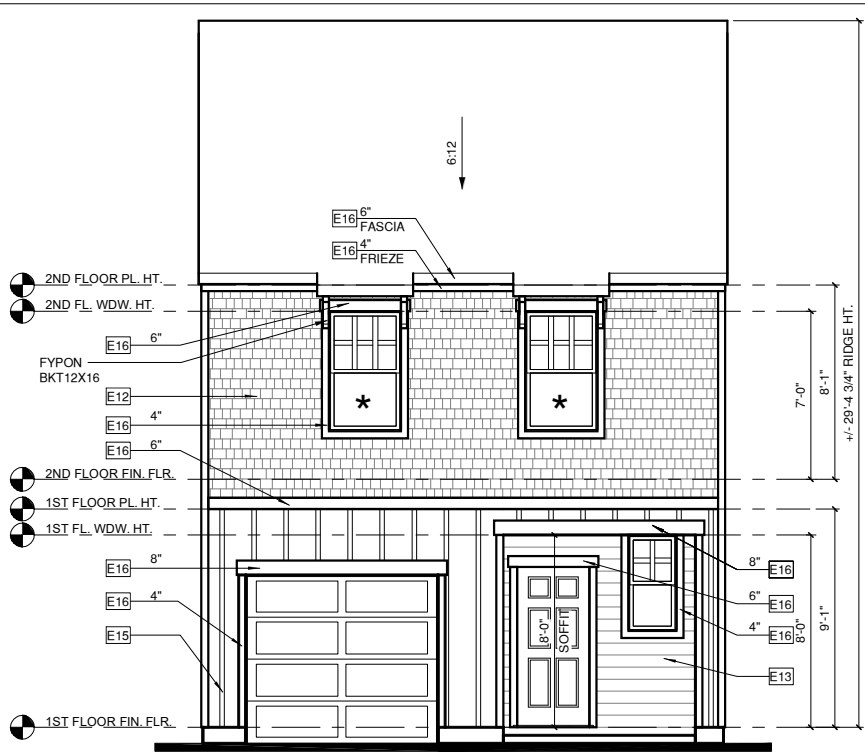
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RIGHT ELEVATION 'K' AT END UNIT CONDITION

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FRONT ELEVATION 'K'

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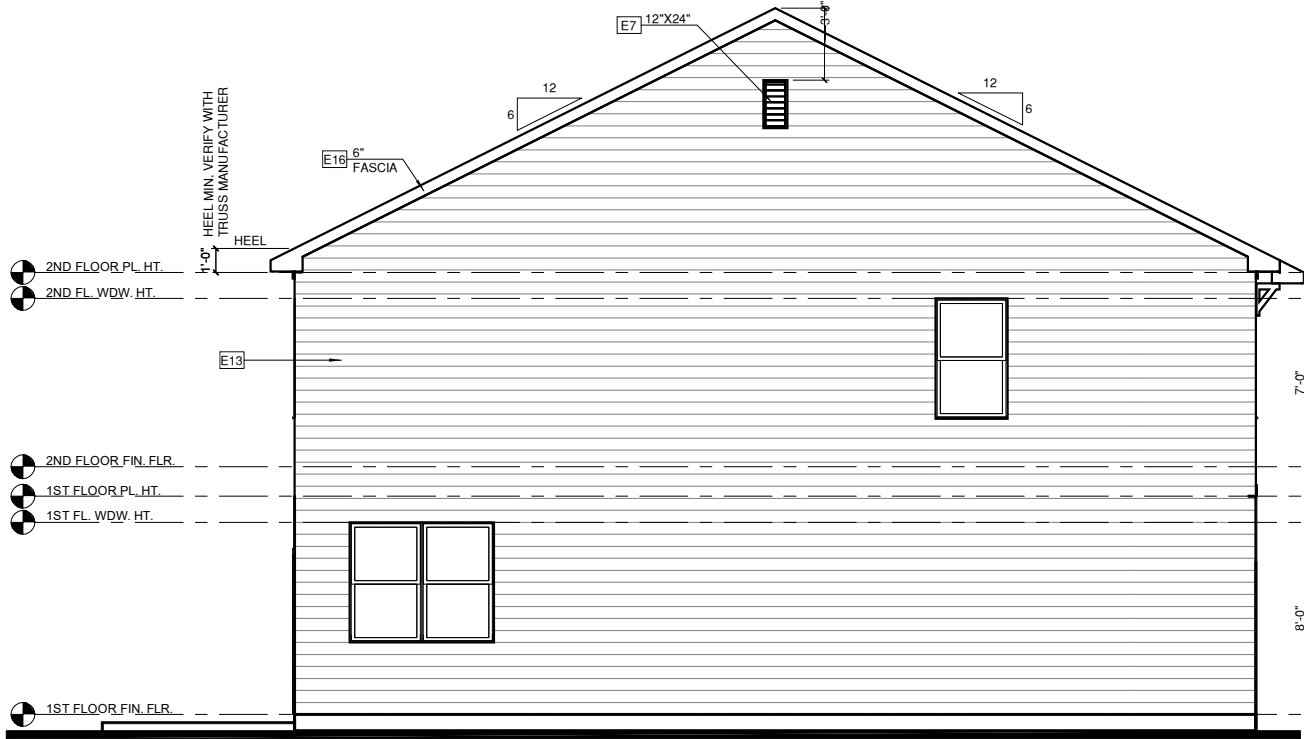
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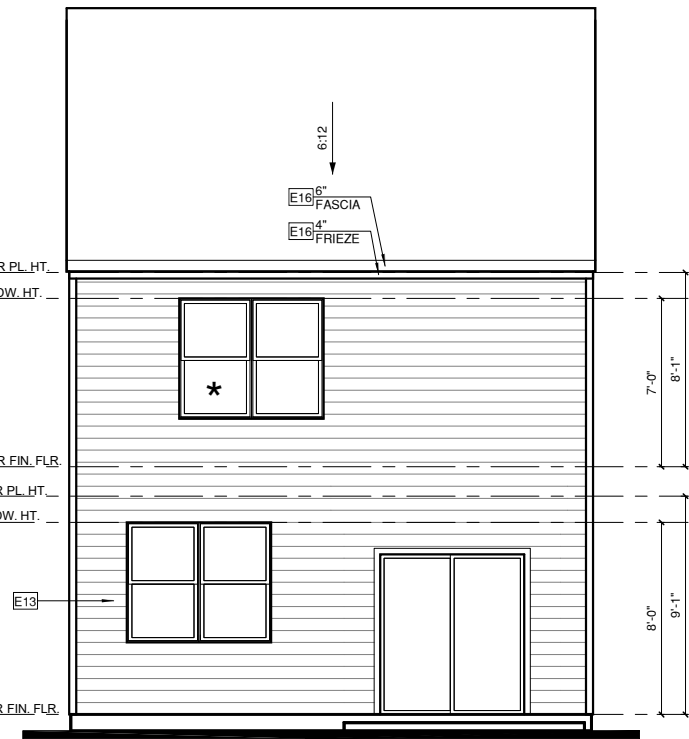
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REAR ELEVATION 'K'

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ELEVATIONS 'K'

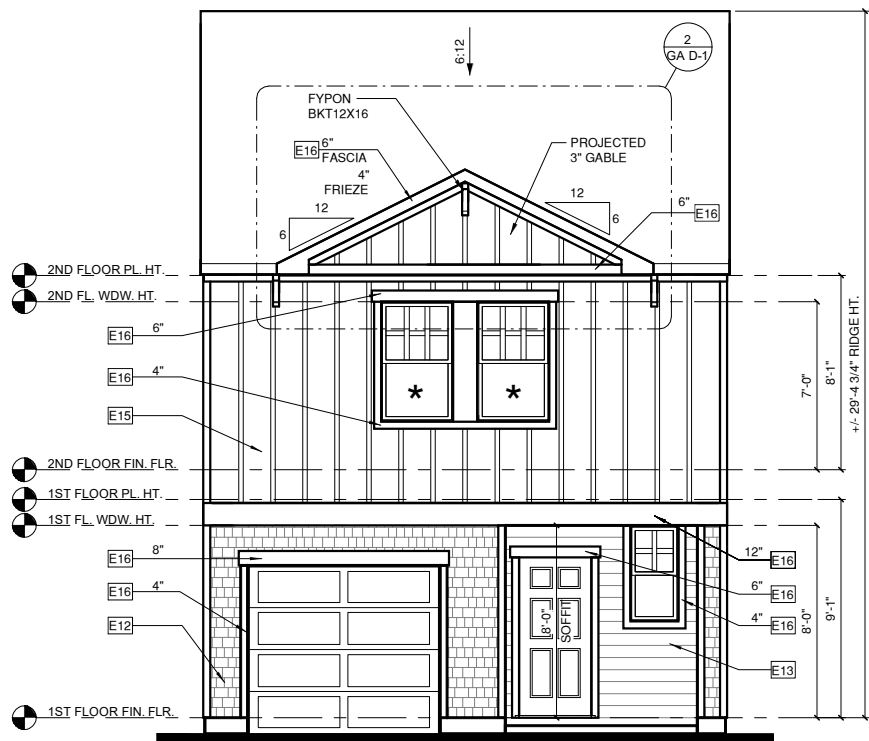
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RIGHT ELEVATION 'L' AT END UNIT
CONDITION

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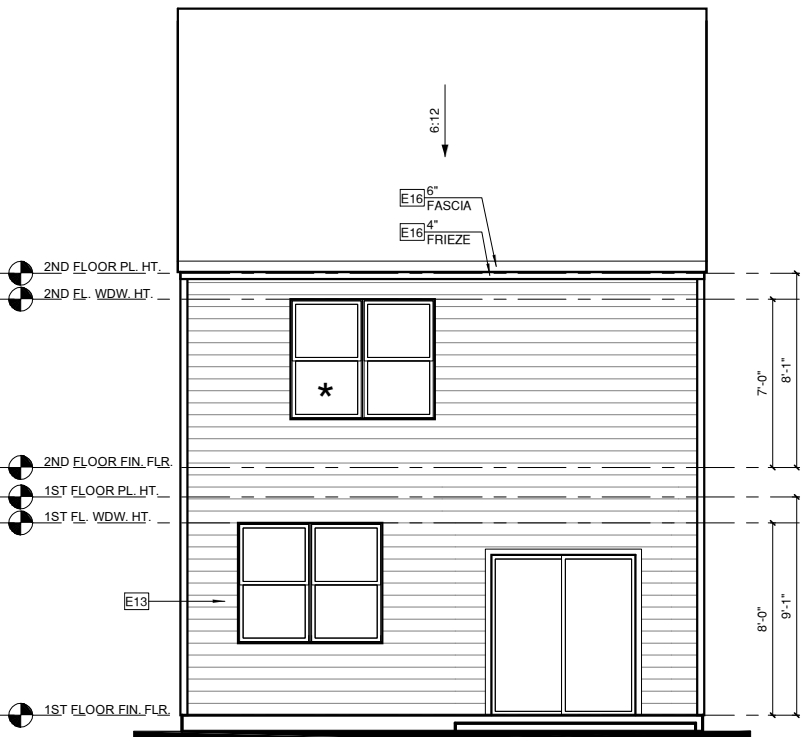
FRONT ELEVATION 'L'

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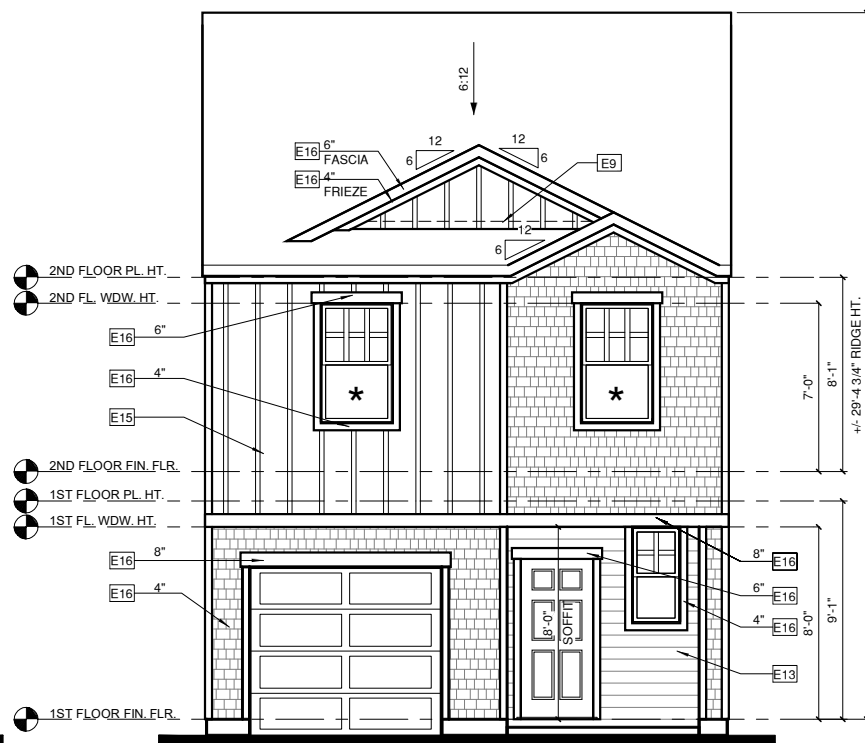
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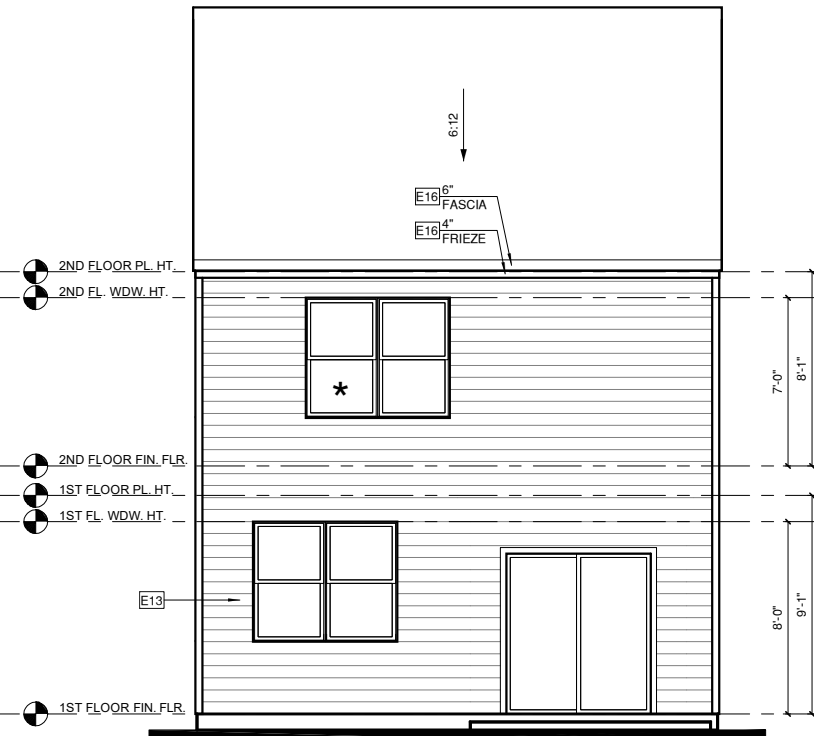
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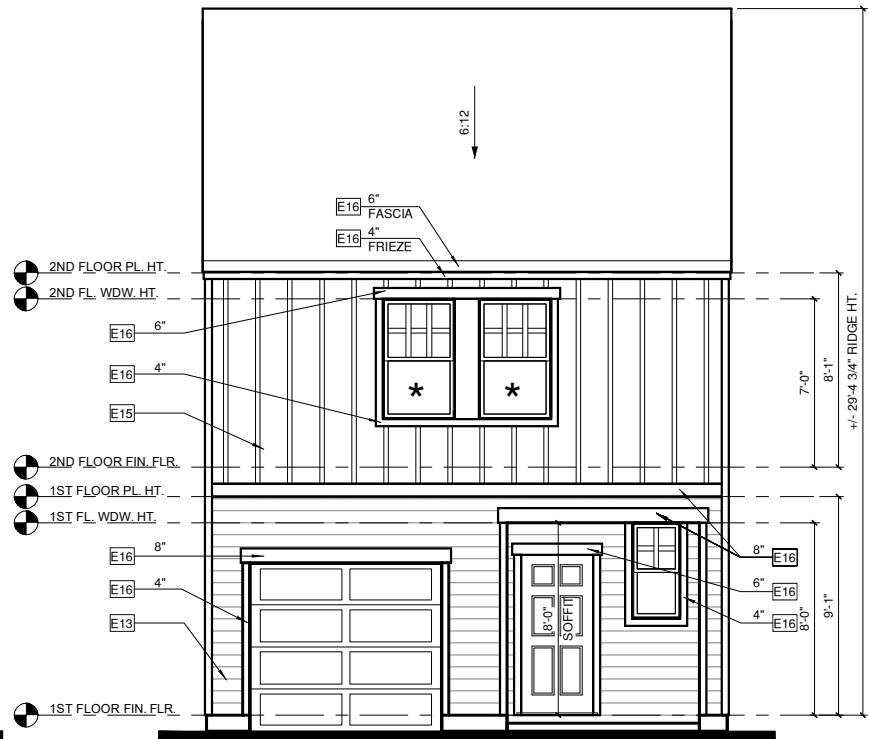
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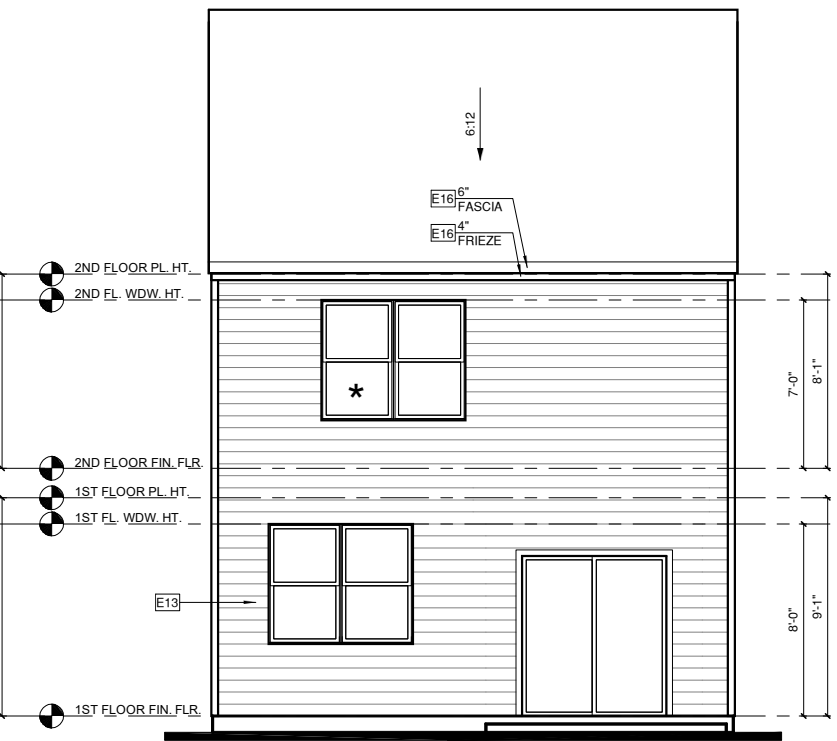
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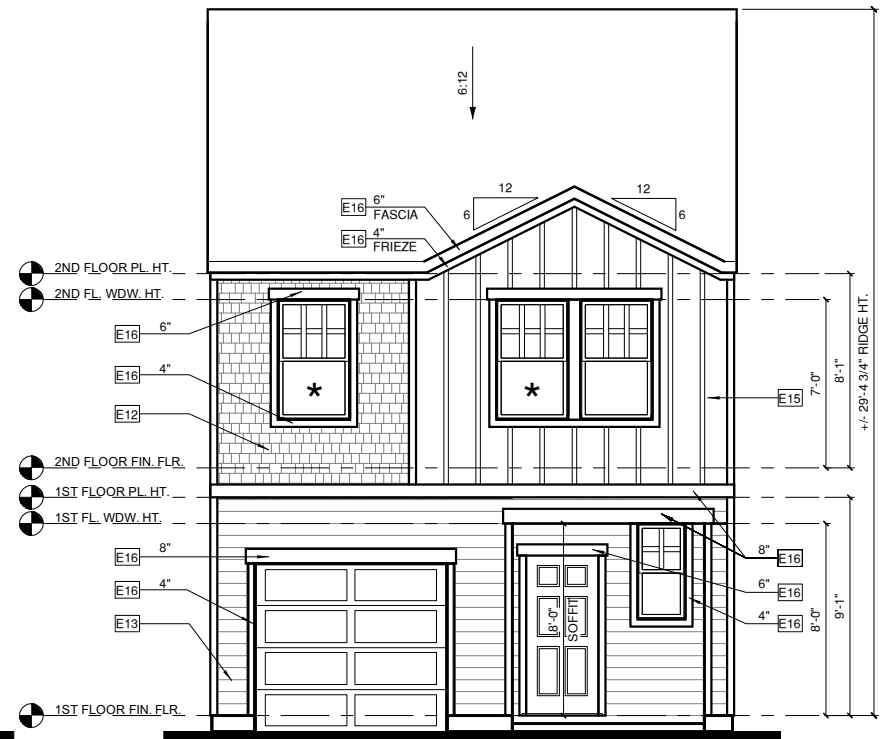
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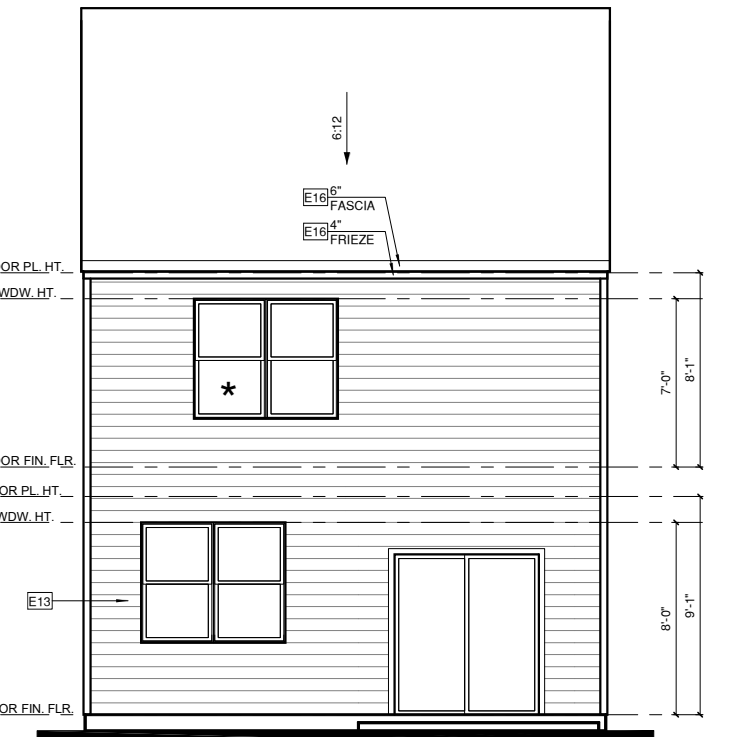
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ELEVATIONS 'O'

SHEET NO:

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CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Fiscal Year 2022-2023 Final Budget Amendment

ITEM TYPE: Ordinance

SUBMITTED: 08/21/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 08/28/2023

DEPARTMENT: Finance

BUDGET IMPACT: Increase FY 2022-2023 General Fund Budget by \$600,800 and Other Funds Budget by \$3,495,804.

PUBLIC HEARING: Yes

PURPOSE:

For Mayor and Council to approve the final proposed FY 2022-2023 Budget Amendment.

HISTORY:

The FY 2022-2023 amended budget was approved on April 10, 2023. A budget of \$24,182,715 for the general fund, \$40,957,168 for other funds, with an overall budget of \$65,139,883.

FACTS AND ISSUES:

The final budget amendment for FY 2022-2023 will fund necessary operational increases in the City Administrator, Fire, Police, Technology, Code Enforcement, Property Management, Grants, Water and Sewer, Electric and Capital Projects budgets. The budget amendment will increase the general fund budget by \$600,800 and other funds by \$3,495,804 for a total of \$4,096,604. The new FY 2022-2023 budget will be \$24,783,515 in general funds, \$43,651,472 in other funds, for a total of \$68,434,987.

FUNDING SOURCE:

There are multiple departments and budgets being impacted (please see attached).

RECOMMENDED ACTION:

Request Mayor and Council approval of the final proposed FY 2022-2023 Budget Amendment.

ATTACHMENTS:

1. FY23 Budget Amended Budget 08232023 Tab 2
2. FY23 Budget Amended Budget 08232023 Tab 1
3. Budget Ordinance August Final FY23 Amendment

FY23 August Budget Amendment

General Fund

Department	Account	Increase Needed
Police	Fuel	\$ 50,000
Police	R&M Vehicle	\$ 12,000
Police	Overtime	\$ 10,000
Police	Uniforms	\$ 10,000
Technology	Professional Services	\$ 15,000
City Administrator	Legal	\$ 450,000
City Administrator	Contracted Services	\$ 125,000
Property Management	R&M Buildings	\$ 27,000
Other Financing Uses	Capital Outlay/Transfer to Capital	\$ 200,000
Fire	Small Equipment	\$ 50,000
Fire	Overtime	\$ 100,000
Fire	Fuel	\$ 15,000
Fire	R&M Vehicle	\$ 30,000
Code Enforcement	Fuel	\$ 11,000
Code Enforcement	Travel	\$ 2,000
Code Enforcement	Supplies	\$ 2,000
Total		\$ 1,109,000

Department	Account	Amount Reduced
Streets	Sidewalk/Street Repair	\$ 30,000
Streets	Salaries/Benefits	\$ 298,200
Courts	Professional	\$ 50,000
Courts	State Court Funds	\$ 100,000
Planning and Zoning	Special Projects	\$ 30,000

Total Reductions	\$ 508,200
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Net New Funds Requested (General Fund)	\$ 600,800
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Non-General Fund

Grants	LCI Implementation Grant	\$ 47,853
Grants	AFG Grant	\$ 99,344

Capital Projects	Building Operations	\$	200,000
Water/Sewer	Water Purchases	\$	1,048,607
Electric	Cost for Services	\$	2,100,000

**Amount of New Funds Needed
(Non-General Fund)**

\$ 3,495,804

Expenditures			Expenditures			Expenditures		
Fund	Dept	GL Description	(FY2022-23) APPROVED BUDGET	(FY2022-23) JANUARY AMENDED BUDGET	(FY2022-23) MID YEAR AMENDED BUDGET		(FY2022-23) FINAL AMENDED BUDGET	
100	1110	Mayor & Council	388,911	369,037	\$ 369,037	\$ 369,037	\$ 369,037	\$ 369,037
100	1310	City Clerk	408,996	384,191	\$ 384,191	\$ 59,000	\$ 443,191	\$ 443,191
100	1320	City Administrator	1,647,964	1,611,209	\$ 1,611,209	\$ 20,000	\$ 1,631,209	\$ 2,206,209
100	1510	Finance	1,132,629	1,068,913	\$ 1,068,913	\$ 102,000	\$ 1,170,913	\$ 1,170,913
100	1535	Technology	423,640	587,486	\$ 587,486	\$ 39,671	\$ 627,157	\$ 642,157
100	1540	Human Resources	569,357	538,594	\$ 538,594		\$ 538,594	\$ 538,594
100	1565	Property Management	945,203	1,017,471	\$ 1,017,471		\$ 1,017,471	\$ 1,044,471
100	2650	Court Services	894,067	883,617	\$ 883,617		\$ 883,617	\$ 733,617
100	3200	Police	5,006,321	5,022,183	\$ 5,022,183	\$ 60,000	\$ 5,082,183	\$ 5,164,183
100	3500	Fire	4,252,733	4,184,920	\$ 4,184,920		\$ 4,184,920	\$ 4,379,920
100	4100	Public Works	552,734	537,531	\$ 537,531		\$ 537,531	\$ 537,531
100	4200	Streets	2,016,047	1,912,182	\$ 1,912,182		\$ 1,912,182	\$ 1,583,982
100	4900	Maintenance & Shop	252,656	242,939	\$ 242,939		\$ 242,939	\$ 242,939
100	6100	Recreation Programs	1,118,315	1,091,288	\$ 1,091,288		\$ 1,091,288	\$ 1,091,288
100	7200	Inspection & Enforcement	469,795	505,832	\$ 505,832		\$ 505,832	\$ 520,832
100	7400	Planning & Zoning	478,807	471,542	\$ 471,542	\$ 25,000	\$ 496,542	\$ 466,542
100	7500	Economic Development	387,622	374,208	\$ 374,208		\$ 374,208	\$ 374,208
100	7550	Mainstreet	155,247	171,772	\$ 171,772		\$ 171,772	\$ 171,772
100	7600	Downtown Development Auth	20,700	-	\$ -		\$ -	\$ -
100	9000	Non-Departmental	2,426,129	2,902,129	\$ 2,902,129		\$ 2,902,129	\$ 3,102,129
			23,547,873	23,877,044	\$ 23,877,044	\$ 305,671	\$ 24,182,715	\$ 24,783,515
220	0000	Confiscated	5,010	5,010	\$ 5,010		\$ 5,010	\$ 5,010
230	0000	American Rescue Act	6,191,600	6,038,222	\$ 6,038,222		\$ 6,038,222	\$ 6,038,222
250	0000	Grants	1,221,133	1,530,133	\$ 1,530,133		\$ 1,530,133	\$ 1,677,330
260	0000	Tree Fund	-	-	\$ -	\$ 801,500	\$ 801,500	\$ -
270	0000	Technology Fee	50,000	50,000	\$ 50,000		\$ 50,000	\$ 50,000
275	0000	Hotel/Motel Tax	205,000	205,000	\$ 205,000		\$ 205,000	\$ 205,000
350	0000	Capital Projects	1,155,020	1,381,020	\$ 1,381,020		\$ 1,381,020	\$ 1,581,020
351	0000	Go Bond	2,714,126	2,714,126	\$ 2,714,126		\$ 2,714,126	\$ 2,714,126
360	0000	TSPLOST	5,400,000	5,400,000	\$ 5,400,000		\$ 5,400,000	\$ 5,400,000
505	0000	Water and Sewer	8,608,973	8,891,735	\$ 8,891,735		\$ 8,891,735	\$ 9,940,342
506	0000	Storm Water	723,592	723,592	\$ 723,592		\$ 723,592	\$ 723,592
507	0000	Water and Sewer Bond	330,610	330,610	\$ 330,610		\$ 330,610	\$ 330,610
510	0000	Electric	10,530,195	10,530,195	\$ 10,530,195		\$ 10,530,195	\$ 12,630,195
540	0000	Sanitation	898,000	898,000	\$ 898,000		\$ 898,000	\$ 898,000
580	0000	Educational Complex	1,437,325	1,437,325	\$ 1,437,325		\$ 1,437,325	\$ 1,437,325
860	0000	Downtown Dev. Authority	-	20,700	\$ 20,700		\$ 20,700	\$ 20,700
			39,470,584	40,155,668	\$ 40,155,668	\$ 40,957,168	\$ 40,155,668	\$ 43,651,472
Total Expenditures Budget			63,018,457	64,032,712	\$ 64,032,712	\$ 65,139,883	\$ 64,338,383	\$ 68,434,987

CITY OF FAIRBURN
STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE NO. _____

BUDGET ORDINANCE

**AN ORDINANCE TO AMEND BUDGET FOR FISCAL YEAR 2022-2023, TO
COMMENCE OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023.**

WHEREAS, The Mayor and City Council of the City of Fairburn, Georgia, have considered
the terms and provisions of an amended budget for Fiscal Year 2022-2023; and

WHEREAS, it has been recommended by the City Administrator and City Finance Director
that the Mayor and City Council amend FY 2022-2023 budget as set forth below; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of
Fairburn, Georgia and it is hereby ordained by the authority of same as follows:

Section 1.

The amended budget for the operations, capital programs, and debt service maintained for the
City of Fairburn for the Fiscal Year ending September 30, 2023, is \$68,434,987 in expenses
and \$68,434,987 in revenues. The budget includes all revenues and expenditures for
governmental, special revenue and enterprise purposes as detailed in the budget documents
adopted in accordance with Georgia law, which are incorporated herein by reference (See
Attachment).

Section 2.

This ordinance shall become effective this 28th day of August 2023 and shall govern all FY
2022 – 2023 revenues and expenditures.

Section 3.

All previous ordinances and resolutions in conflict with this Ordinance are hereby repealed to
the extent of any such conflict.

This ordinance is hereby adopted and approved by the Mayor and City Council of the City of
Fairburn this 28th day of August 2023

34
35 **CITY OF FAIRBURN**
36

37 _____
38 Mario B. Avery, Mayor
39

40
41 **ATTEST:**
42

43 _____
44 Brenda B. James, City Clerk
45

46
47 **APPROVED AS TO FORM:**
48

49 _____
50 Rory K. Starkey, City Attorney
51



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Emergency Generator for 149 West Broad Street Property

ITEM TYPE: Contract

SUBMITTED: 08/22/2023

WORK SESSION: N/A

COUNCIL MEETING: 8/28/2023

DEPARTMENT: Buildings

BUDGET IMPACT: FY23 - \$57,500 (350-1565-54-2500 - Capital Improvements)
FY24 - \$58,935.93 (350-1565-54-2500 - Capital Improvements)

PUBLIC HEARING: No

PURPOSE:

Mayor & Council to approve the purchase and installation of an emergency generator for the facilities located at 149 W Broad Street.

HISTORY:

Emergency generators have yet to be installed at the City of Fairburn Facilities(Fire Department HQ, Fire Station 22 and Youth Center) located at 149 W Broad Street. Due to the critical services provided through these facilities, emergency generators are vital for the protection of our citizens and businesses.

FACTS AND ISSUES:

According to the City's Procurement policy, purchases may be made utilizing suppliers having a requirements contract/annual agreement with any public entity for Goods, Services, or Professional Services described in such contract. Through the City of Atlanta citywide electrical repair and maintenance services contractor agreement, Capital City Electrical Services LLC will provide and install the emergency generator for the City of Fairburn facilities located at 149 W Broad Street in an amount not to exceed \$116,435.93.

FUNDING SOURCE:

Capital Improvements - 350-1565-54-2500 (FY23 - \$57,500, FY24 - \$58,935.93)

RECOMMENDED ACTION:

Request Mayor and Council approval for the purchase and installation of an emergency generator for the facilities located at 149 W Broad Street in an amount not to exceed \$116,435.93 utilizing the City of Atlanta citywide electrical repair and maintenance services contractor agreement with Capital City

Electrical Services LLC.

ATTACHMENTS:

1. 149 W Broad gen proposal
2. 149 W. Broad Street Fairburn_Q-4218935-PD-002_BOM & Drawings_Unpriced
3. OK5090
4. A0000416970
5. Executed.FC-10398.CitywideElectrical
6. Executed Amendment No. 9 for FC-10398 Citywide Electrical Services



August 17, 2023

The City of Fairburn
149 W. Broad St.
Fairburn, GA 30213
Attn: Dana Smith
770-634-3196
dasmith@fairburn.com

Re: Generator and ATS installation.

This proposal, including the attached General Terms and Conditions ("Proposal"), is for the labor, parts and/or materials ("Services") necessary for Capital City Electrical Services, LLC ("Capital City") to complete the following scope of work ("Scope") that Capital City has proposed at the direction of The City of Fairburn ("Customer"):

Scope of Work

- Provide engineered drawings, permits and inspections.
- Provide disposal services.
- Provide excavation and material handling equipment.
- Provide private and public utility locate services.
- Provide and install 5' X 10' concrete pad.
- Provide and install support structure for service equipment.
- Provide and install 120/208v 3PH 400A service entrance rated ATS with 3R enclosure. ATS to be wall mounted.
- Provide and install 50KW diesel generator. 120/208v 3PH. 132 gal tank base (57 hours @ 50% load). Customer to provide fuel.
- Provide and install feeders from generator to ATS, ATS to main distribution panel, and main distribution panel to sub panels. Existing conduit to Youth center panel will be used.
- Provide and install new 120/208v 3PH 400A 3R main distribution panel.
- Provide and install new grounding electrode system.
- Provide and install circuits for generator blanket heater and battery charger.
- Provide and install data connection from ATS to generator.
- Provide and install generator annunciator panel withing 100' of ATS. Includes cabling.
- Startup by factory authorized technician and 4 hour load bank test per NFPA 110.
- 1 hour of site training will be provided if scheduled during startup.

CAPITAL CITY

ELECTRICAL SERVICES LLC

Item Description	Qty	Cost	Normal Price	City's Discounted Price
Generator and ATS package	1.00	36000.00	\$ 93,600.00	\$ 49,680.00
Panel and breakers	1.00	3933.29	\$ 10,226.55	\$ 7,394.59
Misc Material	1.00	13471.46	\$ 35,025.80	\$ 25,326.34
Engineering, permits and inspections	1.00	2750.00	\$ 7,150.00	\$ 4,950.00
Equipment	1.00	4000.00	\$ 10,400.00	\$ 7,200.00
Utility locate services	1.00	450.00	\$ 1,170.00	\$ 810.00
Disposal	1.00	750.00	\$ 1,950.00	\$ 1,350.00
Concrete	1.00	3500.00	\$ 9,100.00	\$ 6,300.00
			<i>Material Subtotal</i>	\$ 103,010.93
	# of Labor Hours		Cost per Hour	City's Discounted Labor
Master Electrician	113.00		\$ 65.00	\$ 7,345.00
Project Manager	24.00		\$ 65.00	\$ 1,560.00
Helper	113.00		\$ 40.00	\$ 4,520.00
			<i>Labor Subtotal</i>	\$ 13,425.00
			Project Grand Total	\$ 116,435.93

Price for Services (hereinafter "Contract Price"): \$116,435.93

This is a confidential proposal between Capital City Electrical Services, LLC and The City of Fairburn

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order ("Change Order"), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday ("Standard Hours"). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined ("Emergency Services").
- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.
- Customer is responsible for ensuring Capital City's employees and subcontractors have access to the Premises.



Exclusions

- Diesel fuel.
- This proposal is based on normal soil conditions of 2000/PFS and do not allow, and are not limited to, the excavation of any unforeseen obstacles such as rock, asphalt, concrete, fluid soil conditions, buried debris, or excessive mud. Execution of such excavation shall be through a Change Order in addition to any existing contract or agreement.

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$57,500.00.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a one (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps.

Payment terms: DUE UPON RECEIPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Jim Johnson

Account Manager

Print Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees, and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of one (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR



MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. **Substitute Services** – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (*e.g.* manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. **Convenience** – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. **Cause** – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer



shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.

d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.



17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

Prepared By:

Luke Davis
4495 Commerce Circle SW
Atlanta, GA 30336
ldavis@mayerelectric.com
D:404-682-9424

Proposal Name: 149 W. Broad Street Fairburn

Quote Name: 149 W. Broad Street Fairburn

Proposal Number: P-230628-3841940

Quote Number: Q-4218935

Quote Date: 08/16/2023

Through Addenda Number: 0

Sales Representative: Ian Johnstone

Conditions of Sale

This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PLEXP/>

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance.

Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Seq #	Qty	Product Description
1	1	Designation : Product Details: 1 - I-L/NQ Combo ML (INTERIOR)-I-Line NQ Combo Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 10kA I-Line and Bussed Single NQ Fully Rated Main Lug Only: 400A Incoming Conductors: 1 - #1 - 600,(2)#1 - 250 kcmil AL Ground Bar Bus: 400A Rated Copper: Silver/Tin Plated 18" of I-Line Mounting Inches 30 Circuit NQ Interior Type 3R/5/12 Incoming: Bottom Trim w/ Box Box Cat No: HC2886WP Ref. Drawing: PBA850 Type: Combo I-LINE Mounted Devices: 1 - 200A/3P JD 1 - 200A/2P JD 1 - SL400 Left NQ 30 Circuit - 225A 2 - 20A/1P QOB Optional Features: Standard Panel (Box Ahead),Standard Solid Neutral,Temporary I-Line Combo Lead Time Extension,Standard Ground Bar 1 - HC2886WP (BOX)-I-L/NQ Combo 3R,5,12 Box 26 W 86 H 13.50D

[illegible]

ENCLOSURE Type 3R/5/12
FRONT CAT#: Trim w/Box
BOX CAT: HC2886WP
DIMENSIONS:
86''H x 26''W x 13.50''D
WIRE BENDING SPACE:
TOP - 19.50''(495mm)
BOTTOM - 19.82''(503mm)
LEFT SIDE - 7.22''(183mm)
RIGHT SIDE - 7.22''(183mm)

BUSSING: Copper Silver/Tin Plated

Aluminum Solid Neutral

ALUMINUM GROUND BAR

SYSTEM: 208Y/120V 3Ph 4W 60Hz
10kA SYMS. SCCR
SYSTEM AMPACITY: 400A
MAIN: MAIN LUGS : 400A
Bottom FEED
INCOMING CONDUCTORS(S) PER NEC:
#1 - 600,(2)#1 - 250 kcmil

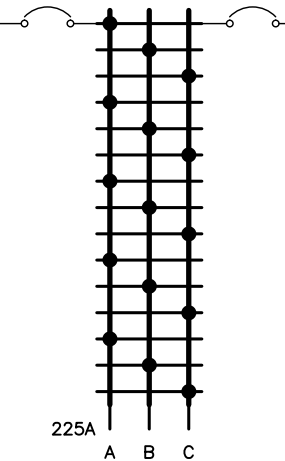
-----BRANCH SUMMATION-----
 1 - 200A/3P JD 1 - 200A/2P JD
 1 - SL400

Page 127 of 158
Page 3 of 3

REV	DESCRIPTION	BY	DATE						
-	----	--	--/--/--	-	----	--	--/--/--	--	--/--/--

NOTE: Cell - NQ01 225A 225A

CKT NO	ACCESSORIES	TYPE	RATING AMP/P		RATING AMP/P	TYPE	ACCESSORIES	CKT NO
1		QOB	20 / 1		20 / 1	QOB		2
3	BLANK						BLANK	4
5	BLANK						BLANK	6
7	BLANK						BLANK	8
9	BLANK						BLANK	10
11	BLANK						BLANK	12
13	BLANK						BLANK	14
15	BLANK						BLANK	16
17	BLANK						BLANK	18
19	BLANK						BLANK	20
21	BLANK						BLANK	22
23	BLANK						BLANK	24
25	BLANK						BLANK	26
27	BLANK						BLANK	28
29	BLANK						BLANK	30



HARD BUSSED CONNECTED TO TOP LEFT OF I-LINE BUS

PHYSICAL DATA

BOX CAT: HC2886WP
BUSSING: Copper Silver/Tin Plated

ELECTRICAL DATA

SYSTEM: 208Y/120V 3Ph 4W 60Hz
10kA SYMS. SCCR
PANEL AMPACITY: 225A
BOTTOM FEED HARD BUS CONNECTED
-----BRANCH SUMMATION-----
2 - 20A/1P QOB

JOB NAME:	149 W Broad Street Fairburn	EQUIPMENT DESIGNATION:	
JOB LOCATION:		EQUIPMENT TYPE:	I-Line NQ Combo Panel PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	August 16 2023		
DRAWING STATUS:	QUOTE NOT FOR CONSTRUCTION	DWG#	0Q-4218935-122063905-02
		PG	1 OF 1
		REV	-



SD050 | 3.4L | 50 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC® | **INDUSTRIAL
POWER**

Standby Power Rating

50 kW, 63 kVA, 60 Hz

Prime Power Rating*

45 kW, 56 kVA, 60 Hz



*Assembled in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the US or its Territories



Image used for illustration purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



UL2200, UL6200, UL1236, UL142



CSA C22.2



BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC700, 701, 702, 708



ISO 3046, 7637, 8528, 9001



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IBC 2009, CBC 2010, IBC 2012,
ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Silencer (Enclosed Units Only)

Fuel System

- Fuel Lockoff Solenoid
- Primary Fuel Filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Brushless Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Only)
- Silencer of Heat Shield

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

FUEL TANKS (If Selected)

- UL 142/ULC S-601
- Double Wall Construction
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested - 2 psi
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- RhinoCoat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel- Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- All Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors

- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® Protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total, and Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Engine Coolant Heater
- Oil Heater
- Industrial Silencer (Open Set)
- Air Filter Restriction Indicator
- Fan and Belt Guards (Enclosed Units Only)

FUEL SYSTEM

- Flexible Fuel Lines
- Primary Fuel Filter

ELECTRICAL SYSTEM

- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating
- Permanent Magnet Excitation

GENERATOR SET

- 8 Position Load Center

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Door Open Alarm Switch
- Pad Vibration Isolator
- Enclosure Heater

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

CONTROL SYSTEM

- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Sender with Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication - Modem
- 10A Engine Run Relay
- Ground Fault Indication and Protection Functions
- 100 dB Alarm Horn
- 120V GFCI and 240V Outlets

FUEL TANKS (Size On Last Page)

- 8 in (203.2 mm) Fill Extension
- 13 in (330.2 mm) Fill Extension
- 19 in (482.6 mm) Fill Extension
- Overfill Protection Valve
- Vent Extensions
- Tank Risers
- Fuel Drop Tube
- Return Hose
- 90% Fuel Level Alarm

ENGINEERED OPTIONS

ENGINE SYSTEM

- Coolant Heater Ball Valves
- Fluid Containment Pan

CONTROL SYSTEM

- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM

- 3rd Breaker System

GENERATOR SET

- Special Testing
- IBC Seismic Certification

TANKS

- UL2085 Tank
- Stainless Steel Tanks

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Generac
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	4
Type	In-Line
Displacement - in ³ (L)	207.48 (3.4)
Bore - in (mm)	3.86 (98)
Stroke - in (mm)	4.45 (113)
Compression Ratio	18.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	Cast Iron OHV
Piston Type	Aluminum
Crankshaft Type	Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow Cartridge
Crankcase Capacity - qt (L)	7.4 (7)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Type	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed - rpm	2,250
Fan Diameter - in (mm)	560 (22)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specifications	ASTM
Fuel Filtering (microns)	10
Fuel Inject Pump	Bosch (VE)
Fuel Pump Type	Engine Driven Gear
Injector Type	Pintel - 2,100 psi (14,479 kPa)
Fuel Supply Line - in (mm)	0.312 (7.92) NPT
Fuel Return Line - in (mm)	0.312 (7.92) NPT

Engine Electrical System

System Voltage	12 VDC
Battery Charger Alternator	Standard
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0050124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3-Phase)
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Synchronous Brushless
Bearings	Single Sealed Cartridge
Coupling	Direct via Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

OPERATING DATA

POWER RATINGS

Standby		
Single-Phase 120/240 VAC @1.0pf	50 kW	Amps: 208
Three-Phase 120/208 VAC @0.8pf	50 kW	Amps: 173
Three-Phase 120/240 VAC @0.8pf	50 kW	Amps: 150
Three-Phase 277/480 VAC @0.8pf	50 kW	Amps: 75
Three-Phase 346/600 VAC @0.8pf	50 kW	Amps: 60

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip			
277/480 VAC	30%	208/240 VAC	30%
K0050124Y21	98	K0050124Y21	75
K0060124Y21	124	K0060124Y21	95

FUEL CONSUMPTION RATES*

Fuel Pump Lift - ft (m)		Diesel - gph (Lph)	
3 (1)		Percent Load	Standby
Total Fuel Pump Flow (Combustion + Return) - gph (Lph)		25%	1.3 (4.9)
		50%	2.3 (8.7)
		75%	3.3 (12.5)
		100%	4.3 (16.4)
		* Fuel supply installation must accommodate fuel consumption rates at 100% load.	
3.6 (13.5)			

COOLING

Standby		
Coolant Flow	gpm (Lpm)	12.2 (46)
Coolant System Capacity	gal (L)	2.5 (9.5)
Heat Rejection to Coolant	BTU/hr (kW)	135,900 (39.8)
Inlet Air	scfm (m³/hr)	7,500 (212)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Ambient Temperature (Before Derate)	See Bulletin No. 0199280SSD	
Maximum Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

Standby
Flow at Rated Power - scfm (m³/min)
166 (4.7)

ENGINE

Standby		
Rated Engine Speed	RPM	1,800
Horsepower at Rated kW**	hp	86
Piston Speed	ft/min (m/min)	1,335 (406.9)
BMEP	psi (kPa)	169 (1,165)

EXHAUST

Standby		
Exhaust Flow (Rated Output)	scfm (m³/min)	448 (12.7)
Max. Allowable Backpressure	inHg (kPa)	1.5 (5.1)
Exhaust Temp (Rated Output)	°F (°C)	1,044 (562)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.

Standby - See Bulletin 0187500SSB

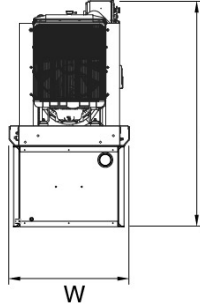
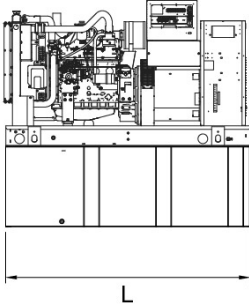
Prime - See Bulletin 0187510SSB

SD050 | 3.4L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

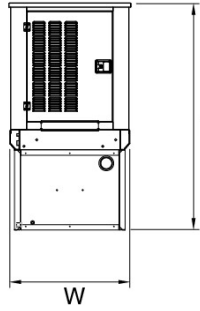
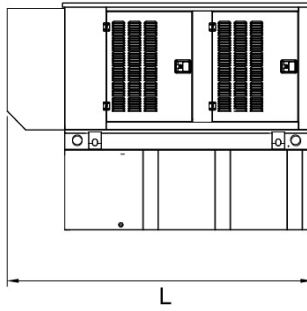
EPA Certified Stationary Emergency

DIMENSIONS AND WEIGHTS*



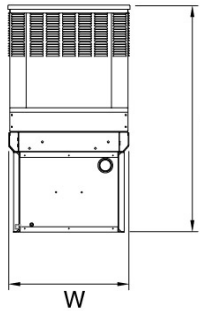
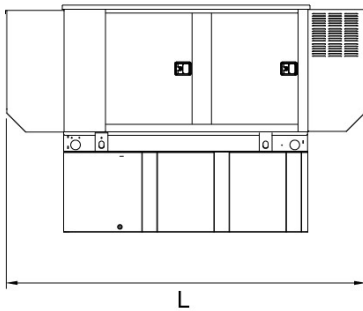
OPEN SET (Includes Exhaust Flex)

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Minimum Weight - lbs (kg)	Maximum Weight - lbs (kg)
No Tank	-	76.7 (1,948) x 37.4 (950) x 45.2 (1,147)	1,710 (776)	1,836 (833)
12	54 (204)	76.7 (1,948) x 37.4 (950) x 58.2 (1,477)	2,190 (993)	2,316 (932)
30	132 (499)	76.7 (1,948) x 37.4 (950) x 70.2 (1,782)	2,420 (1,098)	2,546 (979)
44	190 (719)	76.7 (1,948) x 37.4 (950) x 82.2 (2,087)	2,629 (1,192)	2,755 (1,022)
49	211 (799)	106.0 (2,692) x 37.4 (950) x 71.2 (1,807)	2,634 (1,192)	2,760 (1,023)
69	300 (1,136)	92.9 (2,360) x 37.4 (950) x 85.7 (2,176)	2,692 (1,221)	2,818 (1,035)



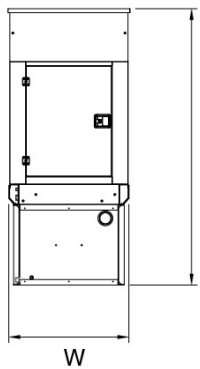
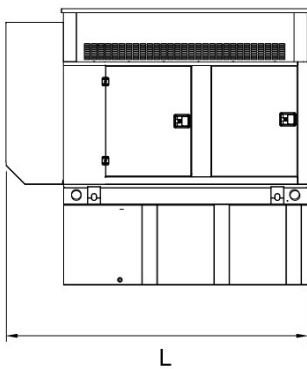
WEATHER PROTECTED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 38.0 (965) x 49.5 (1,258)	2,158 (979)	2,286 (1,037)	1,935 (878)	2,965 (1,345)
12	54 (204)	94.8 (2,409) x 38.0 (965) x 62.5 (1,588)	2,638 (1,197)	2,766 (1,255)	2,415 (1,096)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 38.0 (965) x 74.5 (1,893)	2,868 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 38.0 (965) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,884 (1,762)
49	211 (799)	106.0 (2,692) x 38.0 (965) x 99.0 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
69	300 (1,136)	94.8 (2,409) x 38.0 (965) x 90.0 (2,287)	3,140 (1,424)	3,268 (1,482)	2,917 (1,323)	3,947 (1,790)



LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 38.0 (965) x 49.5 (1,258)	2,158 (979)	2,286 (1,037)	1,935 (878)	2,965 (1,345)
12	54 (204)	94.8 (2,409) x 38.0 (965) x 62.5 (1,588)	2,638 (1,197)	2,766 (1,255)	2,415 (1,096)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 38.0 (965) x 74.5 (1,893)	2,868 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 38.0 (965) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,884 (1,762)
49	211 (799)	106.0 (2,692) x 38.0 (965) x 99.0 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
69	300 (1,136)	94.8 (2,409) x 38.0 (965) x 90.0 (2,287)	3,140 (1,424)	3,268 (1,482)	2,917 (1,323)	3,947 (1,790)



LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 38 (965) x 70.1 (1,780)	2,389 (1,084)	2,517 (1,142)	2,035 (923)	2,163 (981)
12	54 (204)	94.8 (2,409) x 38 (965) x 62.5 (1,588)	2,638 (1,197)	2,766 (1,255)	2,415 (1,095)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 38 (965) x 74.5 (1,893)	2,868 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 38 (965) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,884 (1,762)
49	211 (799)	106.0 (2,692) x 38 (965) x 99 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
69	300 (1,136)	94.8 (2,409) x 38 (965) x 110.6 (2,809)	3,371 (1,529)	3,499 (1,587)	3,017 (1,368)	3,145 (1,427)

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

TX301 Series Transfer Switch

100 – 400 Amps

Contactor Type · Open and Delayed Transition · Service Entrance Rated

- Automatic Transfer Switch
- 100 – 400 A, up to 480 VAC, 60 Hz, 100% Current Rated
- Single or Three Phase
- 2, 3, or 4 Poles
- UL Type 1 or Type 3R
- Open and Inphase or Open with Delayed Transition
- ETL Listed to UL 1008
- High Withstand and Closing Ratings



Image used for illustration purposes only

Codes and Standards



ETL Listed



NFPA 70, 99, 110



NEC 700, 701, 702, 708



oshpd

OSHPD and Seismic Certified CBC
2019, CBC 2016, IBC 2018, IBC 2015,
IBC 2012, IBC 2009, ASCE 7-10,
ASCE 7-16, ICC-ES AC-156

Description

Generac's patented* contactor is featured in the TX contactor type transfer switch, which is a double-throw robust switch construction with inherent interlocks for safe positive transfer between power sources. Featuring a transition time of less than 20 milliseconds, this high speed transfer is ideal for all applications, including motor load applications. The contacts are silver composite for long life, resisting pitting or burning. The switches are rated for full load transfers in mission critical, emergency, legally required, and optional power systems.

The microprocessor based controller provides the customers with the flexibility to program a comprehensive group of set points to match the application needs. The controller has two programmable inputs and one programmable output as standard and is available with optional expansion boards for up to four programmable inputs and outputs. The LCD displays real time and historical information with time-stamped events. The integrated plant exerciser can be configured in off, daily, day of week, biweekly, and monthly intervals with user selectable run time. Standard features of the controller include three phase sensing on both sources, phase unbalance, phase reversal, load shed, emergency inhibit, and communications.

TX301 Series Transfer Switch

100 – 400 Amps

Contactors Type · Open and Delayed Transition · Service Entrance Rated

STANDARD FEATURES

GENERAL

- Small Footprint, Results in Easy Mounting and Installation for Reduced Time and Costs
- Cable Entry is Top or Bottom (400A Units are Bottom Only)
- Double-Throw, Stored Energy Transfer Mechanism
- Can be Electrically Isolated while Energized
- Graphical LCD-Based Display for Programming, System Diagnostics and Help Menu Display Mimic
- Diagram with Source Available and Connected LED Indicator
- Method of Transfer: Open with Inphase Transition
- Mechanically Interlocked to Prevent Connection of Both Sources
- Modbus® RTU Communications
- TXC 100 Controller
- Operating Temperature -4 ° to 158 °F (-20 ° to 70 °C)
- Removable Top and Bottom Plates for Ease of Entry
- Voltage Agnostic*
- High Withstand and Closing Ratings
- Heater Kit Standard on All 3R Enclosures
- Auxiliary Output Includes: Two Wire Start, Signal Before Transfer, Fault, and a Programmable Relay Output
- Auxiliary Input Includes: Permissive Inputs (24 VDC)
- General Alarm Indication
- 2 Year Standard Warranty
- IBC 2018, 2015, 2012, 2009

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal, Emergency and Load 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

Start Circuit

- 2-Wire Start
- 3-Wire Start From C Contact for Circuit Monitoring

Digital Outputs

- Signal Before Transfer (Elevator)
- General Alarm

Digital Inputs

- Emergency Inhibit (Permissive & Load Shed)
- Go to Emergency (Demand Response)
- Manual Generator Retransfer

CONTROLS

- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard
- Built in Battery Backup - Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Nodes Offered with Delayed Transition
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections
- Time-Stamped Event History Log
- Programmable Exerciser - Daily, Weekly, Bi-Weekly, Monthly

* 480 V 3-Wire Systems Must be Specified at Time of Ordering for Transformer Kit to be Included

CONFIGURABLE OPTIONS

- Chicago Code Kit
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- 3R Padlockable Cover for Service Entrance Breaker (Standard on 3R Enclosures)
- CTs for Integrated Metering
- Generator Battery Backup for Controller
- Heater Option for Temperature and Humidity Control (Standard on 3R Enclosure)
- Time Delay in Neutral Transition (TDN), or Inphase with a Default to Time Delay in Neutral Transfer
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- IBC Seismic Certified/Seismic Rated

- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

Engineered Options

- Transient Voltage Surge Suppressor (TVSS)
- Manual Generator Retransfer Switch
- Go to Emergency Switch

Conversion Kits

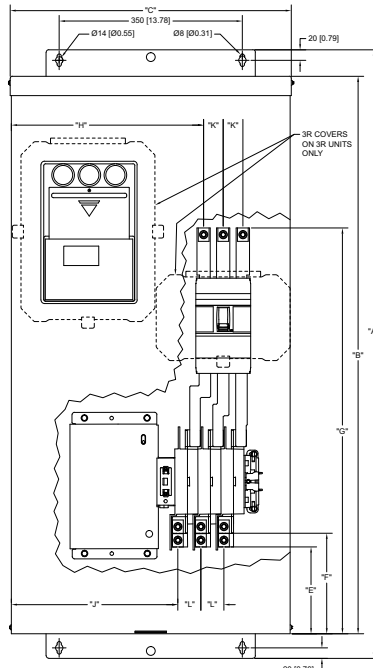
- 480 V Transformer Kit for 3-Wire Systems
- UL Type 1 to Type 3R Kit

TX301 Series Transfer Switch

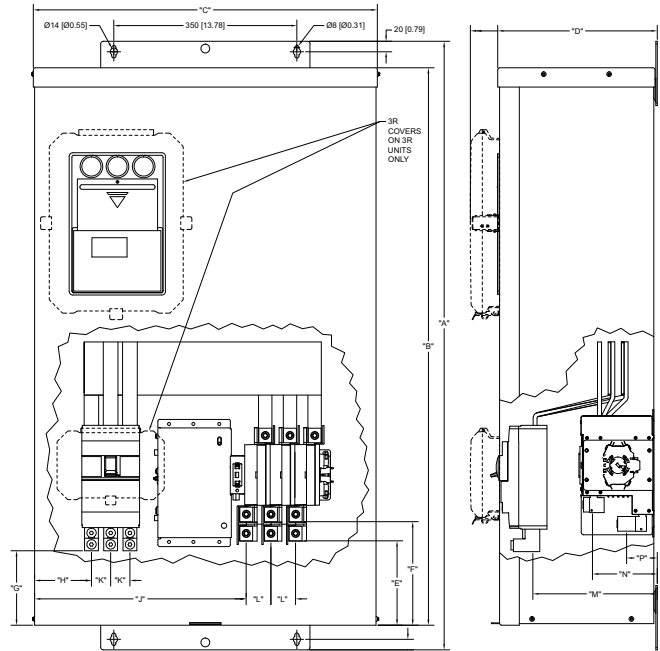
100 – 400 Amps

Contactor Type · Open and Delayed Transition · Service Entrance Rated

UNIT DIMENSIONS*



100 - 200 A



300 - 400 A

Service Entrance Rated, Contactor Type, Open and Delayed Transition, 100 – 400 A

Description	in (mm)														Cu/Al					lbs (kg)
	A (Height)	B (Height)	C (Width)	D (Depth)	E (Dim)	F (Dim)	G (Dim)	H (Dim)	J (Dim)	K† (Dim)	L (Dim)	M (Dim)	N (Dim)	P (Dim)	Normal 75 °C Wire	Standby Source 75 °C Wire	Load 75 °C Wire	Neutral Connection	Ground Connection	
100A SER TYPE 1	51.3 (1,303)	47.5 (1,206)	21.2 (538)	12.0 (305)	9.5 (242)	10.6 (268)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.1 (79)	(1) 3/0 - 6	(1) 2/0 - 14	(1) 2/0 - 14	(5) 2/0 - 14	(6) 2/0 - 14	154.3 (70)
100A SER TYPE 3R	51.3 (1,303)	47.5 (1,206)	21.2 (538)	13.9 (355)	9.5 (242)	10.6 (268)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.1 (79)	(1) 3/0 - 6	(1) 2/0 - 14	(1) 2/0 - 14	(5) 2/0 - 14	(6) 2/0 - 14	158.7 (72)
150A SER TYPE 1	51.3 (1,303)	47.5 (1,206)	21.2 (538)	12.0 (305)	9.9 (253)	10.9 (279)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(5) 350 - 6	(5) 350 - 6	165.3 (75)
150A SER TYPE 3R	51.3 (1,303)	47.5 (1,206)	21.2 (538)	13.9 (355)	9.9 (253)	10.9 (279)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(5) 350 - 6	(5) 350 - 6	169.8 (77)
200A SER TYPE 1	51.3 (1,303)	47.5 (1,206)	21.2 (538)	12.0 (305)	9.9 (253)	10.9 (279)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(5) 350 - 6	(5) 350 - 6	165.3 (75)
200A SER TYPE 3R	51.3 (1,303)	47.5 (1,206)	21.2 (538)	13.9 (355)	9.9 (253)	10.9 (279)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(5) 350 - 6	(5) 350 - 6	169.8 (77)
300A SER TYPE 1	51.4 (1,305)	47.5 (1,206)	33.9 (860)	12.0 (305)	9.9 (253)	11.7 (297)	9.0 (228)	7.6 (192)	22.1 (562)	1.8 (46)	2.3 (59)	8.7 (222)	6.5 (166)	3.3 (84)	(2) 600 - 2/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(5) 350 - 6	260.1 (118)
300A SER TYPE 3R	51.4 (1,305)	47.5 (1,206)	33.9 (860)	13.9 (355)	9.9 (253)	11.7 (297)	9.0 (228)	7.6 (192)	22.1 (562)	1.8 (46)	2.3 (59)	8.7 (222)	6.5 (166)	3.3 (84)	(2) 600 - 2/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(5) 350 - 6	264.6 (120)
400A SER TYPE 1	51.4 (1,305)	47.5 (1,206)	33.9 (860)	12.0 (305)	9.9 (253)	11.7 (297)	9.0 (228)	7.6 (192)	22.1 (562)	1.8 (46)	2.3 (59)	8.7 (222)	6.5 (166)	3.3 (84)	(2) 600 - 2/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(5) 350 - 6	260.1 (118)
400A SER TYPE 3R	51.4 (1,305)	47.5 (1,206)	33.9 (860)	13.9 (355)	9.9 (253)	11.7 (297)	9.0 (228)	7.6 (192)	22.1 (562)	1.8 (46)	2.3 (59)	8.7 (222)	6.5 (166)	3.3 (84)	(2) 600 - 2/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(5) 350 - 6	264.6 (120)

† K Dimension for 100-200A 2-Pole Configuration is 3 (75). K Dimension for 300-400A 2-Pole Configuration is 3.6 (92)

UL 1008 Withstand and Closing Ratings

Ampere Rating	Specific Breaker (kA)**	Service Entrance (kA)	Fuse Rating (Class J)	Fuse Size
100	35	35	35 kA	200 A
150	42	42	100 kA	200 A
200	42	42	100 kA	200 A
300	65	65	100 kA	400 A
400	65	65	100 kA	400 A

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

** See Specific Breaker List available on GENconnect.

CONTRACTOR AGREEMENT

FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES



City of Atlanta

Chris Davis
Director, Technical Services
Department of Enterprise Assets Management

David L Wilson II
Chief Procurement Officer
Department of Procurement

CONTRACTOR AGREEMENT

FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES



City of Atlanta

**Chris Davis
Director, Technical Services
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Chief Procurement Officer
Department of Procurement**

SERVICES AGREEMENT; CONTRACT NO. FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES

This Services Agreement ("Agreement") is entered into and effective as of Dec 10, 2018 (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

Contract Name: Citywide Electrical Repair and Maintenance Services	Contract No. FC- 10398
Service Provider	City of Atlanta
Name: Capital City Electrical Services, LLC	Using Agency: Department of Enterprise Assets Management
Address: 1346 Oakbrook Drive, Suite 170A Norcross, Georgia 30093	Address: 55 Trinity Avenue, SW – Suite 1225 Atlanta, Georgia 30303
Phone: 770-821-6099	Phone: 404-330-6225
E-Mail: <u>jenniferE@ccelect.com</u>	E-Mail:
Authorized Representative: Jennifer Eason	Authorized Representative: Chris Davis, Director-Technical Services

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00) ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date and end on 12/10/21. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

If such legislation is enacted, within seven (7) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services

during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B – Definitions
4. Exhibit C – Authorizing Legislation
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Additional Contract Documents

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. Services.

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 **Change Documents.**

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.3.7 Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 **Service Provider Personnel.** Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 **Service Provider Authorized Representative.** Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 **Qualifications.** Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 **Removal of Personnel Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 **Subcontracting.** Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) Jerry Watko, Owner/CEO; and
- (b) Jennifer Eason, Account Manager.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) Airmis Thomas, Owner- Mid-State Electric.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 **Invoices.** Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 **Taxes.** The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 **Payment.** City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 **Payment of Other Persons.** Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 **Authority.** Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or

proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Consultant any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Equal Business Opportunity Program. Consultant shall comply with and the following during the Term of this Agreement:

10.2.1 Consultant agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances, City of Atlanta, and to warrant the following:

a) The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, creed, religion, sex domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include, without limitation, the following:

Recruited whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Consultant agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the non-discrimination clause.

b) The Consultant shall, in all solicitation or advertisement for employees, placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for the employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c) The Consultant shall send to each labor union or representative of workers with which the Consultant have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Consultant commitments under the Equal Employment Opportunity Program of the City and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant shall register all workers in the skilled trades, who are below the journeyman level, with the U.S. Bureau of Apprenticeship and Training.

d) The Consultant shall furnish all information and reports required by the Contract Compliance Officer pursuant to the Code of Ordinances, and shall permit access to the books, records and accounts of the Consultant during the normal business hours by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.

e) The Consultant shall take such reasonable action with respect to any Sub-Consultant as the City may direct, as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in or is threatened with litigation as maybe necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City; and, in the case of contracts receiving Federal assistance, the Consultant or the City may request the United States to enter into such litigation to protect the interest of the United States.

f) The Consultant and its Sub-Consultants, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such time directed shall contain information as to employment practices, policies, programs and statistics of the Consultant and its Sub-Consultants.

g) The Consultant shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the Project so that such provisions will be binding upon each such Sub-Consultant or vendor.

h) A finding, as hereinafter provided, that a refusal by the Consultant or Sub-Consultant to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties.

- (1) Withholding from the Consultant in violation all future payments under the involved public contract until it is determined that the Consultant or Sub-Consultant is in compliance with the provisions of the Agreement.
- (2) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the Consultant or Sub-Consultant demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article.
- (3) Cancellation of the public Agreement.
- (4) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by this Agreement, and appropriate proceeding may be brought to enforce these provisions, including the enjoining of Consultant, Sub-Consultant, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

10.2.2 During the performance of this Agreement, Consultant agrees to comply with Part 2, Chapter 2, Article X, Division 12, including Sections 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

The Consultant agrees to make good faith efforts to meet the goals for this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE") and Native American Business Enterprises ("NABE") and Female Business Enterprises ("FBE") for utilization in the work set forth within this Agreement and shall take the following action as part of their good faith efforts:

- a) Notification to MBE and FBE that the Consultant has subcontracting opportunities available and maintenance of records of the MBE and FBE responses.
- b) Maintenance by the Consultant of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.

- c) Dissemination of the Consultant EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with Sub-Consultant and Supplier.
- d) Specific and continuing written and oral recruitment efforts directed at MBE and FBE Consultant organizations, MBE and FBE assistance organizations.
- e) Sub-divisions for the contract economically feasible segments as practical to allow the greatest opportunity for participation by M/FBEs.
- f) Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases material for as many M/ FBE Sub-Consultants as possible.
- g) Adoption of the EBO Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
- h) Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on the 5th day of each month following the award of the Work set forth in this agreement.
- i) The Consultant further agree that breach of the EBO provisions contained herein shall subject them to any or all of the following penalties:
 - a) Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Consultant is in compliance.
 - b) Withholding of all future payments under the involved project until it is determined that the Consultant is in compliance.
 - c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its department or divisions until such time as the Consultant demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein.
 - d) Cancellation of the eligible project.

10.3 Georgia Immigration Compliance. The Georgia Security and Immigration Compliance Act of 2006 pursuant to O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-02 is effective as of July 1, 2007, and applies to contracts for services which are physically performed with a public entity. The Consultant is required to submit the attached Georgia Security and Immigration Compliance Act of 2006 Required Consultant Submittal, the Consultant Affidavit and the Sub-Consultant Affidavits as attached and incorporated herein by reference. Consultant's failure to comply with this requirement shall constitute a material default in the contract, which may result in termination of this Original Agreement.

10.4 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully

paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider

or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. **Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. **Termination.**

18.1 **Termination by City for Cause.** City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 **Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the

material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and Exhibit E. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

20.14 Gratuities and Kickbacks. It shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to

solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a sub-Consultant under a contract to the prime Consultant or higher tier sub-Consultant or any person associated therewith as an inducement for the award of a subcontract or order.

20.15 Fraud and Misrepresentation. Any written or oral information provided by Consultant, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Consultant agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Consultant further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Consultant agrees to place signage provided by the City regarding the Integrity Line at the location to which Consultant's employees report to perform the services required by this Agreement. Consultant acknowledges and agrees that a finding of fraud or other impropriety on the part of the Consultant or any of its sub-Consultants may result in suspension or debarment of the Consultant; and the City may pursue any other actions or remedies that the City may deem appropriate. Consultant agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision. The City shall be entitled to adjust or exclude payments or portions of payments to Consultant found by the City to have been increased because the Consultant furnished cost or pricing data was misrepresented, inaccurate, incomplete or not current as of the date it was submitted.

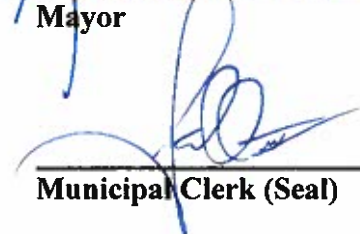
The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

Capital City Electrical Services, LLC

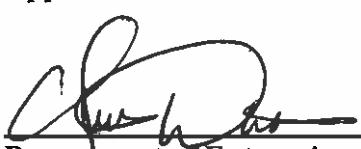


Mayor



Municipal Clerk (Seal)

Approved:

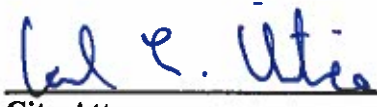


Department of Enterprise
Assets Management

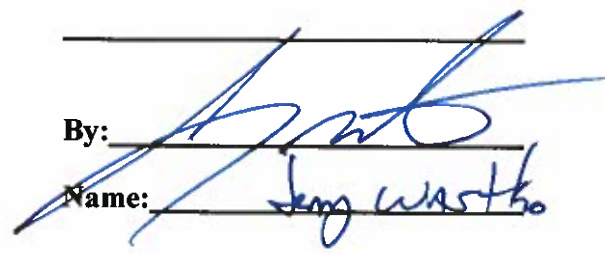


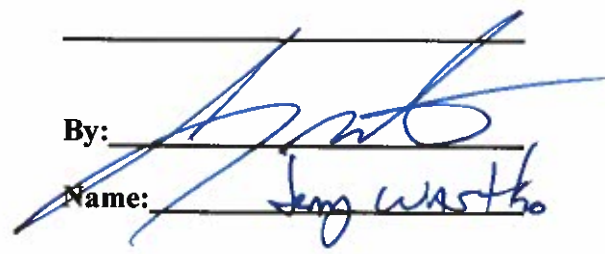
Chief Procurement Officer

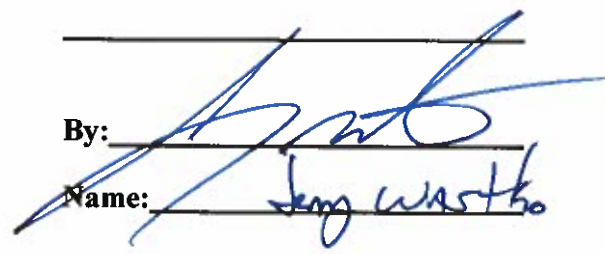
Approved as to form:

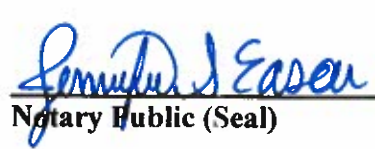


City Attorney

By: 

Name: 

Title: 



Notary Public (Seal)

My Commission Expires: 4/3/21

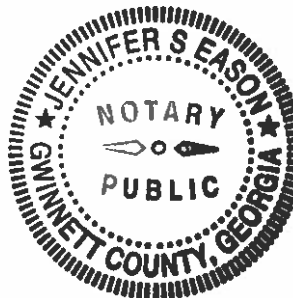


EXHIBIT A
SERVICES AND ADDITIONAL COMPENSATION TERMS

**CITYWIDE
ELECTRICAL SERVICE REPAIR AND MAINTENANCE
TECHNICAL SPECIFICATIONS**

1.0 SCOPE OF SERVICE:

This contract provides for a total comprehensive Electrical Service Repair and Maintenance proponent to provide labor, material and equipment to perform repairs/new installations, for facilities owned and operated by the City of Atlanta on an as need basis twenty-four (24) hours, seven (7) days per week basis.

1.1 SERVICE

Projects shall include, but not limited to adding additional circuits, replacing panels and sub-panels, adding dedicated lines and grounds, and replacing motors up to 25 H.P. As required, the Proponent will be held accountable for all demolition or alteration of existing system; in which case all material and debris shall be cleaned up and removed from site.

1.1.1 The following are representative services, which may be required. This is not an all-inclusive list. Other types of repairs and services may be required.

- a. Installation and removal of breaker boxes;
- b. Installation and removal of circuit breakers;
- c. Wiring for hot water heaters;
- d. Replacement of switches, outlets and wall plates;
- e. Installation of weather hoods;
- f. Repairing of lighting circuits;
- g. Installation of various heater types;
- h. Re-wiring of house-placing wire in conduits;
- i. Work on 120,208,240,277,480,600volt.Single and Three phase services;
- j. The installation, repair of lighting at various heights;
- k. The installation of sustainable devices (i.e. wall mount occupancy sensors, LED exit signs)

1.1.2 The extent and character of the services to be performed by the Proponent shall be subject to the general control and approval of the Director of OEAM or OEAM authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Director of OEAM or authorized representative(s) acting within their authority for the City. OEAM reserves the right to make changes to the contract. Any changes that are made must be approved by the Chief Procurement Officer in writing.

1.2 GENERAL

The proponent shall provide all materials and labor necessary to perform renovations, installation or alteration of electrical systems including power, lighting, fixtures and any and all other components per drawings and specifications of the City.

1.2.1 Proponent shall provide all labor and materials necessary to perform maintenance on or repair electrical systems at all City owned facilities. Including power lighting and any and all electrical related fixtures. Work may be performed on the exterior or interior of buildings.

1.3 LABOR CHARGES

All work shall be scheduled at the convenience of the City as not to interfere with the City's conducting of business. In the event the proponent is required to perform work other than Monday thru Friday from 7:30 a.m. to 5:00 p.m., and emergency call proponent shall charge no more than 1-1/2 times the fixed hourly rate for the individual performing the service.

1.3.1 This rate shall be only charged with prior authorization from an authorized designee of the requesting Department. Man hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of proponent owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. **The City shall accept no bid with a minimum charge stipulated.**

1.3.2 Regular time will be the City's normal business hours, 8:15 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the City.

1.3.3 The proponent will need to factor in travel when developing the annual cost to complete the contract.

1.3.4 Overtime will be work done at times other than normal business hours.

Proponent must have prior verbal and/or written approval to work overtime.

Holiday rates go in effect on the holidays observed by the City.

Currently these holidays are observed by the City Of Atlanta:

New Year's Day.....	January 1 st
Martin Luther King, Jr's Birthday.....	January 15 th
Memorial Day.....	May, Last Monday
Independence Day.....	July 4 th
Labor Day.....	September, First Monday
Veteran's Day.....	November 11 th
Thanksgiving.....	November, Fourth Thursday and Friday
Christmas Day.....	December 25 th

1.3.6 No additional cost (Travel charge) will be allowed for truck mileage.

1.3.7 Service calls will normally be responded to with a < Journeyman Electrician ONLY >. The City must authorize any additional personnel. If additional personnel are necessary, they are to be Apprentices unless the service requires a Master Electrician.

1.3.9 If during the course of work the proponent experiences a conflict with the plans/scope of work and the N.E.C. (National Electrical Code), the proponent shall notify the requesting Departments authorized designee or his representative before proceeding with work.

1.3.10 The proponent shall submit "as built" drawings of all additions and modifications as requested by the requesting Departments authorized designee. Drawings are to be of good and lasting quality as determined by the City authorized designee.

2.0 WORK STANDARDS

All work shall be performed according to the standards of the electrical industry and to the complete satisfaction of the City. All work shall conform to the City and City Building Codes.

2.1 All work performed by the Proponent shall be to a professional standard, complying with requirements of the latest edition of the National Electrical Code, Uniform Building Code, National Fire and Protection Agency, State and Local Building codes.

3.0 MINIMUM QUALIFICATIONS

Proponent shall employ at least one (1) Georgia Licensed Master Electrician, one (1) Licensed Electrician Journeyman, and one (1) Electrician Helper working for said Proponent at least one year prior to submission of bid. Bidders shall provide with their bid resumes and license numbers of all electricians available for this contract. Should the need arise; Proponent shall have sufficient resources to be able to respond to more than one job at a time.

3.1 PROPONENT RESPONSIBILITIES

At their expense, the Proponent shall:

1. Provide competent supervision;
2. Provide competent workers;
3. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence;
4. Perform work without unnecessarily interfering with COA activities or other Proponent(s);

5. The Proponent shall be responsible for all necessary measurements and for the accurate fitting of all work. The Proponent shall be responsible for any damage to the facility or any equipment inside during this contract. Any such damage will be repaired by the Proponent at his/her expense and to the satisfaction of City;
6. The Proponent shall be responsible for any damages to existing, driveways, sidewalks, curbs, gutters, utilities, other public facilities, or to private property caused by the Proponent's operations;
7. The Proponent shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense. Upon completion and before making application for acceptance of the work, the Proponent shall clean the work-area with the work, of all rubbish, temporary structures and equipment;
8. The Proponent shall be responsible for maintaining the work area in such a manner that the City staff may continue to work in the facility;
9. The Proponent shall be responsible (along with City) for the coordination of the operations of all trades, SUBCONTRACTORS, or materials suppliers engaged under this contract Proponent shall be a state registered Class B Proponent. Principal shall be a licensed master electrician. Contractor should possess the ability to conduct electrical testing and submit appropriate documentation, per standards of the National Inspection Council for Electrical Installation Contractors (NICEIC);
10. Contractor should possess the ability to survey control panels and installations and produce documentation including operation and maintenance manuals (O&M) and full CAD drawings, or coordination assistance for the same;
11. Contractor should possess the ability to provide project management for major electrical installations.
12. Contractor should possess the ability to conduct lighting audits, identifying lighting improvements and prepare calculations of potential cost-savings/pay-backs.

3.2 REFERENCES

The references list shall be purchasers/users of the services bid. The contact person shall be someone who has responsibility for the monitoring of the service. References from Georgia are preferred. The proponent shall include, with their bids, a list of at least five (5) current references for whom comparable work has been performed. This list shall include Company Name, Person to Contact, Address, and Telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

3.3 SUBCONTRACTORS

The Proponent shall include a list of all subcontractors with their bid. The City reserves the right to reject the successful bidder's selection of subcontractors. Specialized service beyond the reasonable capabilities of the Proponent may be subcontracted at no additional cost to the City. The Proponent accepts full responsibility for the quality and

timeliness of the subcontracted work and provides an unconditional guarantee of quality of subcontracted work, whether completed on/off-site.

3.4 SAFETY

The proponent and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, and City Safety and any other applicable rules and regulations. Also, the Proponent and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

- 4.1 All buildings, appurtenances and finishing's shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract.
- 4.2 Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor.
- 4.3 The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

5.0 EQUIPMENT

The proponent shall own and have in good repair all equipment necessary to perform the desired services, and the equipment necessary to complete related tasks.

6.0 RESPONSE TIME

The proponent shall respond to regular service calls within one (1) day, or at such an interval or schedule as mutually agreed upon by the proponent and the City. The proponent shall submit estimates for service calls

- 6.1 The proponent shall respond to request for emergency calls within two (2) hours after notification to restore power to the facility. For the purpose of this bid, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential services(s) as determined by the requesting Departments authorized designee or his representative.
- 6.2 The proponent shall provide the City with a twenty-four (24) hour emergency contact phone number.

7.0 PERMITS

It shall be the responsibility of the Proponent to comply with City and City ordinances by securing the necessary permits.

8.0 LICENSE REQUIRMENTS

All bidders doing business with the City are required to be licensed in accordance with the City's Ordinances.

9.0 COST OF MATERIALS:

All jobs quoted for repairs, new service or installs shall have material costs itemized and line item detailed.

9.1 If materials used are purchased from a local electrical supplier's stock, the successful Proponent shall charge the wholesale price as listed in the current copy of the National Price Service, Column 2 or the Column 2 price less the percentage (%) discount offered by the Proponent on the Bid Proposal Form. The National Price Service is a pricing service used by most local suppliers.

9.2 If materials have to be ordered from the manufacturer or are not listed in the National Price Service, the successful Proponent shall charge the manufacturer's suggested wholesale price.

10.0 WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City, may in writing, require the Proponent to remove any employees from work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Proponent from any responsibility regarding defective parts, equipment or service.

11.0 CONDITION OF MATERIALS

All material shall be new (unless approved in writing by the requesting Department's authorized designee or his representative and bear the U.L. listed approval for its installed application.

12.0 ESTIMATES

The proponent shall provide written detailed and itemized "NOT TO EXCEED" estimates on all projects. This estimate shall include the estimated number of hours, number and type of employees required along with their individual labor rate, estimated itemized material cost and completion date. Proponent shall respond to requests for estimates for non-emergency work with two (2) days and provide written estimates within five (5) days of the original request.

12.1 It shall be the proponent's responsibility to ensure they have all information to prepare accurate estimates. Price shall include all labor, supervision, materials, and equipment. Specialty equipment needed shall be itemized individually from other costs

12.2 Work shall only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization actual work shall not exceed the proponents estimate. Unreasonable estimates shall be deemed cause to terminate this contract.

12.2.1 The proponent shall state any discounts to apply. (Discounts must be shown for individual items unless all items have the same percentage of discounts.)

12.2.2 Firm bids are desired; bids that are not subject to any form of escalation will receive favorable consideration during the evaluation of bids. Any bid, which is subject to an open or unlimited escalator clause, may be rejected. The City reserves the right to consider any bid which may be offered subject to an escalator clause, which is based on a nationally recognized index, which permits both upward, and downward escalation.

13.0 REPAIR WORK

Repair work shall be performed at the site unless by the nature of the required repairs it would be necessary to move a component to the Proponent's shop for repair. If unit is to be down for more than twelve hours, the City will be advised and informed of the nature of repairs. The City reserves the rights to outsource services and/or parts if downtime exceeds eight (8) hours, or the vendor is unable to obtain replacement parts/components within eight (8) hours.

14.0 UNSATISFACTORY WORK

In the event the work performance of the proponent is unsatisfactory, the proponent will be notified by the City and given seven-calendar days to correct the work, at no cost to the City.

Section 22 will outline the Contract Performance Reporting and the method that will be used to report on the Proponent's work performance.

15.0 PROTECTION OF PROPERTY

The proponent shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Proponent shall replace or repair the same at not cost to the City. If damage caused by the proponent has to be repaired by the City, the cost of such work shall be deducted from the monies due to the proponent.

The Proponent shall obtain the permission of the using institution's representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Proponent shall be held reasonable for any and all accidents caused by negligence from this source. The using institution does not accept

responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

16.0 WARRANTY

Proponent shall guarantee all work for a minimum period of one (1) year, plus any period specified by a manufacturer beyond a year. The guarantee, including all equipment and workmanship, shall be unconditional/without limitations, and shall become effective upon acceptance of work.

17.0 USE OF BRAND NAMES

Unless otherwise provided in an Invitation to Bid, the name of certain brand make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it convey the general style, type, character, and quality of the article desired; and any article which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive—NOT restrictive—it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered.

18.0 LABOR AND MATERIAL PRICING

Proponent shall give an itemized and detailed labor rate quote for type personnel used along with the labor hours required for each installation and/or repair of electrical parts/and or service or that is not normally covered under the contract. This labor pricing guideline shall be used for repairing damages resulting from negligence, vandalism, fire, acts of God and war, and any other act beyond the control of the Proponent, including retrofitting and installation. For the purposes of this agreement, normal operating hours for the City of Atlanta shall be from 8:15 a.m. until 5:00 p.m., Monday through Friday.

19.0 DELIVERY

Bid must show number of days required to place material in using agency's receiving room or to complete services under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval for late delivery has been obtained from the City.

20.0 CONTRACT PERFORMANCE REPORT

Monthly, quarterly and annual Contractor Performance Reports will be completed by the COA, outlining the overall quality and quantity of services provided by the Contractor. At quarterly intervals, reports will be provided to the Contractor and OEAM's Procurement representative. If

necessary, time will be scheduled to review any deficiencies and develop a plan of action to help Contractor achieve goals.

SPECIFICATIONS

GENERAL REQUIREMENTS:

The Proponent shall furnish all equipment and material, and it shall be commercial quality from a regular product line. Prototype, obsolete and residential quality/grade equipment shall not be specified or installed in any building.

The following information is given to establish system wide standards. Vendors are encouraged to suggest technically equal but less costly alternatives.

CONDUIT:

1. Rigid: Standard I.P.S., hot galvanized threaded steel conduit with smooth interior surface, free of obstructions, zinc coated threads.
2. Thin wall: Electro-galvanized "electrical metallic tubing" of cold rolled steel, electrically welded. Smooth interior surface free of obstructions.
3. Aluminum: Will not be allowed.
4. Flexible: Flexible steel conduit, formed of one continuous length of Electro-galvanized spirally wound steel strip.
5. Liquid Tight Flexible: Flexible steel conduit formed in one continuous length of electro-galvanized spirally wound steel strip, with neoprene jacket.
6. PVC: Schedule 40 CPVC, gray color-coded.

CONDUIT FITTINGS

1. Rigid conduit fittings: Threaded type galvanized malleable iron or heavy steel water and concrete tight. Metallic nylon grounding type insulated bushings with double lock nuts for all connections at cabinets, boxes, and gutters.
2. Thin wall conduit fittings: Compression type galvanized malleable iron or steel rain and concrete type. Connector fittings have nylon-insulated throats. Pressed dimple type and setscrew type will not be allowed.
3. Flexible conduit fittings: Squeeze or screw type, galvanized malleable iron or steel, with nylon insulated throats.
4. Liquid tight flexible conduit fittings: Galvanized malleable iron or steel, liquid tight with neoprene gaskets, "O" ring and retainer, nylon insulated throats.
5. PVC conduit fittings shall be Schedule 40 rated, gray color-coded.

WIRE AND CABLE

All wire and cable to be new, unused, copper conductor. All wire sizes number 12 and larger to be stranded; number 14 and smaller, solid. Minimum size shall be number 12 AWG unless otherwise specified. Wire and cable shall have size, grade of insulation, voltage rating, and and. manufacturers

name permanently and legibly marked on outer covering at two feet intervals. All 4.4.1 NEC grade insulated to 600 volts by ASTM standards, unless otherwise indicated. Color-coding in accordance with current National Electric Code.

- 1 Type THWN/THHN shall be used for panel branch circuits. THHN minimum size number 12 stranded with green colored insulation shall be used for grounding and bonding conductor.

CONNECTORS

Provide UL-listed factory fabricated, solderless metal connectors of sizes, capacity ratings, materials, types, and classes for applications and for services indicated. Use connectors with temperature ratings equal to or greater than those of the wires upon which used.

USE OF CONDUIT AND FITTINGS

Conduit systems shall be used for all wiring, lighting, power, telephone and control, with the exception of direct burial cable, used for high voltage. The minimum size for conduit shall be 3/4 inches. Where specified size is not called for on drawings or in specs, select size required from current NEC standards. Where specified size required by drawings or request are larger than code required; the larger size shall be installed.

1. Conduit system mechanically and electrically continuous from outlet to outlet and to all cabinets, junction boxes, or pull boxes. Conduit shall enter and be secured to all cabinets and boxes in such manner that all parts of the system will have electrical continuity.
2. All conduits are to be concealed, unless otherwise specified or dictated by local codes.
3. Conduit passing through fire rated members to be installed as not to reduce the rating of the fire separation. O.Z. type "fireseal" devices or other means approved by the City or local code ordinances have jurisdiction to be used at all penetrations.
4. Exposed conduit to be routed in parallel lines to building construction. No conduit to be installed loose from any piping installed by other trades.
5. Conduit is to be securely fastened at intervals as follows: Five-foot spacing up through and within three feet of each box, cabinet or fitting. Fasteners: one-hole malleable straps, mineral changers, or split pipe hangers. Multiple runs of conduit uniformly spaced and supported on channels; standard anchorage by self-drilling anchors and bolts, or concrete inserts. Any form of strap iron or wire hangers will not be allowed.
6. Expansion joints for exposed conduit shall consist of a sleeve with fittings to provide for telescoping of one of the conduits into sleeve. Movable conduit fitted with insulated bushing joint.
Weatherproof; made of malleable iron with corrosion resistant covering.
7. Rigid conduit shall only be used when specified.
8. Flexible conduit will be used in the following locations: Connection to cabinet unit, fans, and similar small equipment not exposed to rain or water drip. Connections from junction box to lighting fixtures in accessible ceilings as permitted by code.

minimum, shall be secured to the walls with inserts embedded in the wall, and not less than 1/4 inch - 20 brass machine bolt, with nut and washers.

1. Service entrance equipment
2. Provide service entrance equipment and accessories, as requested by the City of Atlanta Maintenance Department.

CIRCUIT BREAKERS:

Except as otherwise indicated in drawings, provide circuit breakers and auxiliary components, of types, sizes, ratings, and electrical characteristics indicated, which comply to local codes, Facilities Management building standards, and as required for a complete installation. Replacement of circuit breakers shall be like for like breaker or better. Any circuit that is replaced, worked on, added to/ or derived from any Panel shall be labeled.

TRANSFORMERS:

Transformer change-outs will be coordinated through the Facilities Management Department. Proponents are not to provide this service under their own volition.

1. **COVER PLATES:** All exposed decorative cover plates for switches, receptacles or boxes that must be replaced due to damage or any other reason shall be replaced like for like plate.

2. **LIGHT FIXTURES**

Fixtures, if replaced or newly installed, shall be mounted level and uniform.

Furnish all canopy atoms, hangers, structural members and accessories required for proper mounting of light fixtures. Wire all fixtures as specified in drawings or NEC Standards.

Lighting circuits shall be 277 VAC, (if possible) and switched or as directed. Do not switch from circuit breakers.

MOTORS AND MOTOR SWITCHES

1. All motor circuits one HP or greater, shall be 480 volt, 3-phase, 60Hz. (If possible) or as directed.
2. Disconnect switches shall be utilized at all air conditioning, evaporative cooling, kitchen equipment, and other motorized equipment.
3. All motor replacements shall be coordinated through the Facilities Management Department.

HIGH VOLTAGE SYSTEMS

ALL high voltage electrical systems repair and/or service must be coordinated through the City of Atlanta Maintenance Department and with the Proponent.

If electrical power outage is necessary, Proponent shall coordinate this activity through the City of Atlanta Maintenance Department.

CABLE LINES

1. Cable lines underground: Proponent shall excavate underground cable lines to isolate fault. Excavation may require five-foot depth. Repairs/splicing shall not be attempted. Replacement of the entire cable line is the only acceptable procedure. Cable is to be replaced with like cable. Visually inspect enclosure for cleanliness, sign of rodents, and presence of water. Where appropriate, check drains for blockage. All work will be coordinated through the City Of Atlanta.

2. Cable lines aboveground: Inspect overhead distribution system, ensuring that poles, cross arms, insulators, guy wires, braces, lightning protections, etc. are in good condition. Also ensure that trees or other obstructions are not interfering with systems. Cable lines that have been damaged or decayed are to be repaired by hot line crimp-type splicing. Staff of City of Atlanta Maintenance, Supervisor, will inspect work

SWITCH GEAR:

Proponent shall, upon request of Facilities Management, clean switchgear and housing using vacuum and hand wipe procedure only. Lugs, connectors, and disconnects are to be inspected for tightness and electrical continuity after clean up. All connections should be checked for insulation breakdown (i.e. cracking or burning). All switching should be exercised manually to ensure proper and smooth operation. Confirm that proper size fuses are used and adequate spares are on hand. Tighten all switchgear and transformer cable and bus connections; particular attention shall be paid to primary connections. In lieu of physically checking every connection, an Infrared Scan may be performed to identify loose connections.

TRANSFORMERS:

Pad and pole transformers are to have oil removed, filtered, reused and topped off, if this service is found to be necessary by Proponent. All lugs and taps are to be checked for tightness. Coil windings are to be checked for proper output requirements per manufacturer's data.

REPLACEMENT OF:

Circuit breakers, GFI'S, capacitors, and fuses shall be replaced if found to be defective.

TESTING ALL CIRCUITS:

1 Prior to energizing any circuit, test wiring for electrical continuity and for short circuits. Make sure electrical polarity is maintained. Run low voltage tests on switching and electrical device - ensuring compliance with specifications or local codes.

ORIGINAL

ORIGINAL

EXHIBIT A.1 -COST PROPOSAL
CITY WIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES

INSTRUCTIONS:

Please state the **Total Firm Fixed Hourly Rate per position**. These fixed hourly rates must include all expenses (e.g. personnel, administrative, training, quality control, etc.) that will be assumed by the Proponent for electrical repairs on an as needed basis. Price shall include all labor, supervision, materials, and equipment. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of proponent owned or rental equipment is not chargeable directly but is overhead costs and shall be included in the hourly rate. These rates should also be the same for any emergency request made by the City for additional service. An emergency request shall have a rate no more than 1 -1/2 times the fixed hourly rate for the individual performing the service. **The City shall accept no bid with a minimum charge stipulated.**

Additionally, provide a supplemental cost sheet individually itemizing specialty equipment, including all potential project and professional costs not listed below.

Fixed Hourly Rates:

Master Electrician	\$ <u>65.00</u>	Per Hour
Licensed Electrician Journeyman	\$ <u>55.00</u>	Per Hour
Electrician Helper	\$ <u>40.00</u>	Per Hour

I certify that I will honor the above-referenced Firm Fixed Hourly Rates for the duration of the Contract.

Dated the 15 day of June, 20 18.

Corporate Proponent:

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:

Capital City Electrical Services

By: _____

Name: Jerry Wartko

Title: Owner

Jennifer S. Eason

Notary Public (Seal)

My Commission Expires: 4/3/21

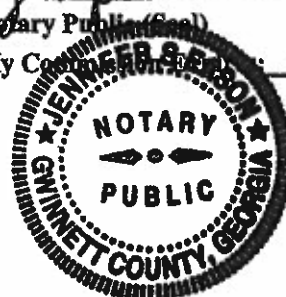


EXHIBIT B
DEFINITIONS

B-1

EXHIBIT B **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or **“Facilities”** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or **“Parties”** means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

EXHIBIT C
AUTHORIZING LEGISLATION

18 - R - 4160

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE, TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT FOR FC-10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES WITH CAPITAL CITY ELECTRICAL SERVICES, LLC., ON BEHALF OF THE DEPARTMENT OF ENTERPRISE ASSETS MANAGEMENT ("DEAM") IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$798,000.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") solicited proposals for FC-10398, Citywide Electrical Services to provide repair and maintenance services for City facilities; and

WHEREAS, after reviewing and evaluating the proposals, the Director of Facilities Maintenance recommends awarding to the most responsive and responsible offeror, FC-10389, Citywide Electrical Services with Capital City Electrical Services, LLC., for an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and No Cents (\$798,000.00); and

WHEREAS, the initial term of the Contract will be for a period of three (3) years with two (2), one (1) year renewal options to be exercised at the sole discretion of the City; and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by the successful offeror have been processed in accordance with Section 2-1214 of the Procurement Code and that award of the contract is appropriate; and

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute FC-10389, Citywide Electrical Services with Capital City Electrical Services, LLC on behalf of DEAM in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and No Cents (\$798,000.00).

BE IT FURTHER RESOLVED, the initial term of the Contract will be for a period of three (3) years with two (2), one (1) year renewal options to be exercised at the sole discretion of the City.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from **Department of Enterprise Assets Management** -1001 (General Fund) 040402 (EXE Facility Maintenance-City Hall) 5212001 (Consulting/Professional) 1565000 (Gen Gov.- Bldgs./& Plant)-\$200,000.00; **Department of Parks and Recreation**- 1001 (General Fund) 140201 (PRC Parks Administration) 5212001 (Consulting/Professional) 6210000 (Park Administration)- \$300,000.00, 1001 (General Fund) 140301 (PRC Recreation Administration) 5212001 (Consulting/Professional) 6110000 (Culture/Recreation Administration)-\$50,000.00; **Department of Corrections**- 1001 (General Fund) 090307 (Corrections Facility Maintenance) 5222001 (Repair & Maintenance-Buildings)3420000 (Adult Correctional Institute)-\$18,000.00; **Department of Aviation**- 5501 (Airport Revenue Fund) 180303 (DOA Aviation Maintenance)

5222001 (Repair & Maintenance-Buildings)3420000 (Adult Correctional Institute)-\$18,000.00;
Department of Aviation- 5501 (Airport Revenue Fund) 180303 (DOA Aviation Maintenance)
5212001 (Consulting/Professional) 7563000 (Airport)- \$80,000.00; **Department of Public**
Works- 5401 (Solid Waste Services Revenue) 130501 (DPA Solid Waste Admin) 5222001
(Repair and Maintenance Buildings) 4510000 (Solid Waste Administration)-\$50,000.00; **Atlanta**
Police Department- 1001 (General Fund) 240202 (APD Police Stations & Buildings) 5222001
(Repair and Maintenance-Bldg.) 3260000 (Police Stations and Build)- \$100,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the Contract for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Contract will not become binding upon the City, and the City will incur no liability under it until the Contracts are executed by the Mayor, attested by the Municipal Clerk, approved by the City Attorney as to form and delivered to the Contractors.

A true copy,


Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

OCT 01, 2018
OCT 10, 2018

EXHIBIT D
CITY SECURITY POLICIES

D-1

SECTION 00001

PART 1 – GENERAL

SCOPE

- A. The Contractor shall be responsible for conducting all work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public.
- B. All Construction shall be conducted in accordance with the latest applicable requirements for part 1926 of the Occupational Safety and Health Regulations for Construction, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the work and the precautions necessary to conduct the work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes and facilities at the treatment plant or jobsite, it shall be the Contractor's responsibility to determine such information prior to beginning the work.

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. All barricades must the Manual of Uniform Traffic Control Devices (MUTCD) Standards.
- B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage. The Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall no cease until the project has been accepted by the owner.

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

The work under this section includes, but is not necessarily limited to the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 STORAGE AND PROTECTION

A. STORAGE

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the city representative.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the city.
3. Packaged material shall be delivered in original unopened containers and so stored until ready for use.
4. All material shall meet the requirements of these specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

B. PROTECTION

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed foreign material and damage by water, breakage, vandalism or other causes.
2. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.
3. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the city representative and at no additional cost to the owner.

4. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending shall be stored with one end elevated to facilitate drainage.
5. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps, e.g., have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner.

STANDARD OPERATING PROCEDURES DEVELOPMENT

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

- A. The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed work, and shall abide by the requirements of all governmental agencies having jurisdiction over the work or Contractor's project operations.
- B. The Contractor shall protect all work including but not limited to excavation and trenches, from rain water, surface water and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures and equipment necessary to protect and keep the work free of water. Completed work and stored products shall be suitably protected during unseasonable weather to allow work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather conditions.
- C. Any area used or involved in the project that is disturbed by the Contractor, shall be restored to the original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY'S SECURITY REQUIREMENTS

- A. Contractor must comply with City's security requirements for all job sites and DPCD facilities. The City shall provide copies to the Contractor.
- B. Contractor must cooperate with City on all security matters and must promptly comply with any project security arrangements established by the City.
- C. It is the Contractor's obligations to comply with all applicable governmental requirements and regulations and to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

1.02 SECURITY PROGRAM

- A. The Contractor shall comply with the site security program at all times on City facilities.
- B. The Contractor shall maintain the security program throughout the Contract duration.
- C. The Contractor and his subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.
- D. The Contractor shall provide the owner with a list of 24-hour emergency phone numbers including chain of command.

1.03 ENTRY CONTROL

- A. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.
- B. The Contractor shall allow entry only to authorized persons with proper City-approved identification.

All Contractors/Subcontractors will be required to have their personnel working at these facilities photographed for an I.D. badge before they start work.

- C. The Contractor shall maintain a current Employee Log of employees performing work on site and a Visitor Log and make the log available to the City upon request. This log shall be available to the Owner upon request and submitted to the Owner

as necessary.

- D. The Contractor shall require all employees performing activities on site to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.
- E. The City has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the safety, security, or conduct rules as outlined.

1.04 BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights, danger signals and other precautionary measures for the protection of persons or property and of the work as necessary.
- B. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting adequate barricades, signs, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense.
- C. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the City has been accepted in writing the Project.

1.05 RESTRICTIONS

The Contractor shall not allow cameras on site or photographs taken except with approval of the City.

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.

- 1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position. Record of satisfactory drug/alcohol testing for two years will be provided for those contractor employees with CDL. Proof of citizenship or work status will be provided for each contract employee.

2. Security Education and Awareness training applicable to the job.
3. SOPs for safeguarding City equipment, supplies and property.
4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
5. Established process for identification of employees PFD including location. Emergency notification procedures.
6. If applicable, procedures for entry permits and badges. Procedures for returning badges upon termination of employment.
7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
8. Emergency evacuation procedures including accounting for employees at a safe haven.
9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or DPCD project manager.
10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.

B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:

1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
2. Generally address safe work procedures for the activities within the Contractor's scope of work.
3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.
4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.
5. Include provisions to protect all of the Contractor's employees, other persons and organizations that may be affected by the work from injury, damage or loss.

6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.
 7. Include a site-specific emergency action and evacuation plan.
 8. Include Hazard Communication/Right To Know Program.
 9. Include security procedures for the Contractor's work, tools, and equipment.
 10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.
 11. Address any other contract specific requirement, including the requirements of Section 01011, Unique Requirements of these specifications.
- C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
 - D. Review of the Contractor's Safety Plan by the City shall not impose any duty or responsibility upon the City for the Contractor's performance of the work in a safe manner.
 - E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.
 - F. The Contractor shall provide the City with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan as requested.

1.07 PROJECT SAFETY COORDINATOR

- A. The Contractor shall be responsible for the safety of the Contractor's and Engineer's employees, the City's personnel and all other personnel at the site of the work caused by their operations.
- B. If applicable, the Contractor shall have a Project Safety Coordinator, as required under GC-18, Paragraph F.
- C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

- A. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by Contractor's employees are turned in to the appropriate Facilities Manager.
- B. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- C. Should the Contractor dismiss employees who have been given access to City facilities while the contract is in force, the Contractor will advise the City Security office.
- D. The City may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
 - 1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.
 - 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
 - 3. Theft, vandalism, immoral conduct of any other criminal action.
 - 4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.
 - 5. Vehicle accident while on City property or driving City equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive City equipment on City property if driving privileges have been withdrawn by the State of residence.
- E. All employees shall be required to sign in and out on a designated log sheet. All employees shall be required to sign in and out on a designated log sheet.
- F. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, appropriate photo I. D. badges to be furnished by the Contractor and approved by the City.
- G. Prior to the beginning of each workday, the Contractor shall file with the Department Security representative a list of all employees to be used at the work site. Employee names will be checked using this list and a State or Contractor issued photo I. D. card at the entry gates. Employees not named on the list or without appropriate identification will not be allowed entry.

- H. No one under age sixteen is permitted on the premises after normal working hours. Contractor's employees are allowed on premises only during the specified hours and only when working on this contract. No Contractor employee will be allowed on the premises when not specifically working on this contract at predetermined times and dates.

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

- A. All employees and agents of the Contractor must adhere to and abide by the contract documents and project rules.
- B. By Signing this Employee Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

I further acknowledge that I have been briefed on specific hazards, hazardous substances that are on-site and the site emergency action procedure.

C. **PROHIBITED ACTIVITIES:**

1. Unauthorized removal or theft of City property
2. Violation of safety or security rules or procedures
3. Possession of firearms or lethal weapons on jobsite
4. Acts of sabotage
5. Destruction or defacing City property
6. Failure to use sanitary facilities
7. Failure to report accidents or job related injuries
8. Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
9. Wearing shorts or tennis shoes on the jobsite
10. Failure to wear a hardhat/safety glasses as required by law.
11. Gambling at any time on the project
12. Fighting, threatening behavior, or engaging in horseplay on the project
13. Smoking in unauthorized areas on the project
14. Open fire cooking or making unauthorized fires on project property
15. Selling items or raffles without authorization
16. Use of unauthorized cameras on the project
17. Use of radio or television in the construction area
18. Failure to park personal vehicle in authorized parking area
19. Failure to wear designated identification [Site Specific]
20. Failure to use designated gates
21. Use or storage of unauthorized chemicals or substances on site.

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

(END OF SECTION)

EXHIBIT E
DISPUTE RESOLUTION

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Consultant contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

3. If a dispute or disagreement cannot be resolved informally Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Keisha Lance Bottoms
Mayor

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OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

May 18, 2018

RE: FC-10398 – Citywide Electrical Repair and Maintenance

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for SBE participation for this project and the SBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

TABLE OF CONTENTS

Policy Statement	1
Implementation of SBO Policy	2
Determination of Non-discrimination During Bid Process	2
OCC Review of Bidder Submissions.....	3
Equal Business Opportunity Program Bid.RFP Submittals.....	4
Monitoring of SBO Policy	4
Implementation of EEO Policy	4
Monitoring of EEO Policy	4
Small Business Opportunity SBE Goals for This Project.....	5
Small Business Opportunity Program Reminders	6
Covenant of Non-discrimination (SBO-1).....	7
SBO Subcontractor Contact Form (SBO-2)	8-9
SBO Subcontractor Utilization Plan (SBO-3)	10
Letter of Intent	11-12
Termination/Substitution Form.....	13
WorkSource Atlanta Determination of Applicability	14

CITY OF ATLANTA
SMALL BUSINESS OPPORTUNITY PROGRAM
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis size as it relates to revenue and number of employees. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed its' various diversity inclusion programs. The purpose of the Small Business Opportunity Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting Small Business Enterprises (SBEs) to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources.

It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of these programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including firms that are Small Business Enterprises themselves must comply with the City of Atlanta's SBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of SBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as subcontractors and/or suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit SBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business, certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an SBE, the SBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an SBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

(a) **Receipt of Complaint of Discrimination in the Bid Process**

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) **Determination of Violation of SBO Process**

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) **Office of Contract Compliance Determination of Non-Compliance**

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Small Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring of SBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

Equal Business Opportunity SBE GOALS for this Project

Project No.: FC-10398 – Citywide Electrical Repair and Maintenance

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

238210 Electrical Contractors

The above referenced dominant NAICS code(s) was/were used for the purposes of calculating the appropriate participation goal(s). However, COA certified SBE Prime proponents responding to this solicitation may consider any COA certified SBE firm(s) that perform a commercially useful function in the execution of the project to be eligible for participation credit.

The availability of certified SBE firms for the procurement categories in the various scopes associated with this project is:

35% SBE

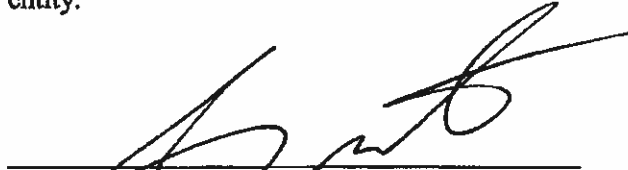
Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

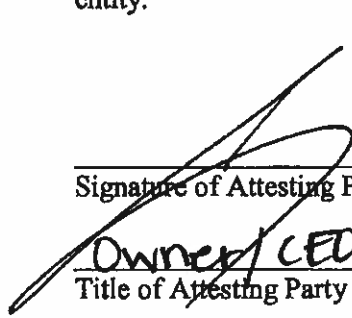
1. **Certification.** It is the prime contractor's responsibility to verify that all SBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
4. **SBO/EBO Ordinance.** The SBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <http://atlanta.prismcompliance.com/DirectRequest.ashx?t=100&j=jggizwSWWYnRk55uW%2Bijonkgm04tizEb>. You may search by "Industry" for a list of firms in that category or search for a specific company under "Company Name". You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBO-2 and SBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.



Signature of Attesting Party



Owner/CEO
Title of Attesting Party

On this 15 day of June, 20 18, before me appeared Jerry Wartko, the person who signed the above covenant in my presence.



Notary Public

Seal



FORM SBO-1

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Ethnicity of SBE Business Ownership (see code below)	SBE Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (M/FBE and DBE Certifications Will NOT Suffice for This Procurement)

Company Name: Capital City Electrical Services, LLC. Project Name: Repair & Maintenance Services FC#: 10398

Printed Signature: [Signature] Date: 6/15/18

SMALL BUSINESS OPPORTUNITY - JB CONTRACTOR PROJECT PLAN
SUB CONTRACTOR/SUPPLIER UTILIZATION

List all Majority, SBE Certified, and Non-SBE Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NAICS Code	Type of Work to be Performed	Ethnicity of SBE Ownership (see code below)	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Mid-State Electric	Airmis Thomas 6812 Louis Dr. Locust Grove, GA 30243 (678) 478-0864		238210	electrical contractor	AABE			35%

Total SBE% 35

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (M/FBE and DBE Certifications Will NOT Suffice for This Procurement)

City Wide Electrical Repair

Proponent's Company Name: Capital City Electrical Services, LLC. Project Name: 4 Maintenance Services FC#: 10398

Proponent's Contact Number: 770-821-6099 Printed Signature: [Signature] Date: 6/15/18

SBO-3

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# 10398

Proponent

Name: Capital City Electrical Services, LLC.
Address: 1346 Oakbrook Dr. #170A
City: Norcross State: GA Zip: 30093

Subcontracting Firm:

Firm Name: Mid-State Electric
Address: 6812 Lewis Dr.
City: Lowest Grove State: GA Zip: 30248

Sub firm Contact Person:

Name: Airmis Thomas Phone: (678) 478-0854

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: 2018-23-060

Work Item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
	<u>electrical services</u>		<u>35%</u>
TOTAL Diversity% Credit Claimed for this Contractor			<u>35%</u>

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above.
The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: 35 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Airmis Thomas Owner
(Print name) (Title)
[Signature] 6/15/18
(Signature) (Date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**DIVERSITY FIRM TERMINATION/SUBSTITUTION
ACKNOWLEDGEMENT FORM**

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
 - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (i); and
 - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
 - (i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract;
 - (ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (vi) [OCC] has determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
 - (vii) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (viii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
 - (ix) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;
 - (x) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ACDBE] or non-DBE/[ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: Capital City Electrical Services LLC.

Contract No.: _____ Signature: _____

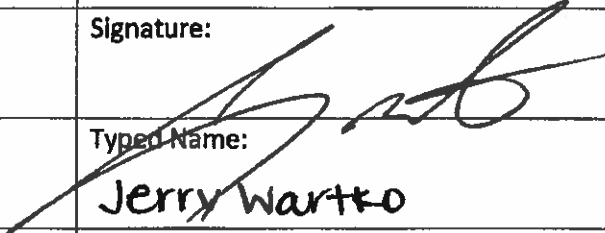
Name: Jerry Wartko

Title: Owner / CEO Date: 6/15/18

CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name: <i>Capital City Electrical Services, LLC.</i>
Signature:	Signature: 
Typed Name:	Typed Name: <i>Jerry Wartko</i>
Title:	Title: <i>Owner</i>
Date:	Date: <i>6/15/18</i>

APPENDIX B: INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-10398 City Wide Electrical Services

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,**

- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement:

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**

Bodily Injury by Accident/Disease **\$1,000,000 each employee**

Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the contract value** and for the duration of the task order.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

End of Document



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Tabb Insurance Agency 2435 Wall Street Suite 102 Conyers, GA 30013	CONTACT NAME: Crystal Pulliam		
	PHONE (A/C No. Ext): (770) 483-1800 x 23	FAX (A/C No.): (770) 785-4185	
	E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com		
INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Donegal Mutual Insurance Company		13692
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CPP8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	CA8940775	10/24/2018	10/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	Y	Y	CXS8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC8940775	10/24/2018	10/24/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPP8940775	10/24/2018	10/24/2019	\$500 Deductible
A	Business Personal Property			CPP8940775	10/24/2018	10/24/2019	\$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Special Procurement (SP-#10645-PL) .Emergency Backup Generator for Renew Atlanta
City of Atlanta as its interest may appear is Additional Insured regarding General Liability on a Primary and Non-Contributory basis per form CGD 90 36 05 15
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATION - AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT with Waiver of Subrogation per form CGD 09 06 07 15 SILVER SERIES PLUS PREFERRED GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT. City of Atlanta is Additional Insured regarding Automobile Liability per form CA 20 48 02 99 DESIGNATED
INSURED. Waiver of Subrogation in favor of City of Atlanta applies to Automobile Liability per form CAD 09 04 05 08 SILVER...

CERTIFICATE HOLDER

Email: PLOWE@AtlantaGa.Gov

City of Atlanta
Enterprise Risk Management
68 Mitchell Street, Suite 9100
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1986-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CA16071015350992

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY The Tabb Insurance Agency		NAMED INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE 13692		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: _____

SERIES PLUS BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT and Workers Compensation per form WC 00 03 13 (4-84) WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT. Umbrella follows form per CUD 90 05 03 06 CONTRACTOR'S LIABILITY FOLLOWING. 30 Day Notice of Cancellation to Certificate Holder per form ILD 90 07 03 11 NOTICE OF CANCELLATION TO OTHERS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Tabb Insurance Agency 2435 Wall Street Suite 102 Conyers, GA 30013	CONTACT NAME: Crystal Pulliam	
	PHONE (A/C, No, Ext): (770) 483-1800 x 23 FAX (A/C, No): (770) 785-4185	
	E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com	
INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Donegal Mutual Insurance Company	13692
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	Y	Y			CPP8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y			CA8940775	10/24/2018	10/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y			CXS8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A			WC8940775	10/24/2018	10/24/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment					CPP8940775	10/24/2018	10/24/2019	\$500 Deductible \$250,000
A	Business Personal Property					CPP8940775	10/24/2018	10/24/2019	\$1,000 Deductible \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Special Procurement (SP-#10645-PL) Emergency Backup Generator for Renew Atlanta
City of Atlanta as its interest may appear is Additional Insured regarding General Liability on a Primary and Non-Contributory basis per form CGD 90 36 05 15
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATION - AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT with Waiver of Subrogation per form CGD 09 06 07 15 SILVER SERIES PLUS PREFERRED GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT. City of Atlanta is Additional Insured regarding Automobile Liability per form CA 20 48 02 99 DESIGNATED
INSURED. Waiver of Subrogation in favor of City of Atlanta applies to Automobile Liability per form CAD 09 04 05 08 SILVER...

CERTIFICATE HOLDER

Email: PLowes@AtlantaGa.Gov

City of Atlanta
Enterprise Risk Management
68 Mitchell Street, Suite 9100
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 3 of 8)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:
- | | | |
|--|-------------------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
| (a) directly or indirectly, had a business relationship with the City? | YES | NO |
| | ☒ | ☐ |
| (b) directly or indirectly, received revenues from the City? | YES | NO |
| | ☒ | ☐ |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | YES | NO |
| | ☒ | ☐ |
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer) been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below. [Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:
- (a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
- (b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
-
-
-

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 4 of 8)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen, suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality. Details of the Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each Respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 5 of 8)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 6 of 8)

h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract; and

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 7 of 8)

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure and Declaration Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ **(name) this** ____ **day of** _____, 20__.

Notary Public of _____ **(state)**

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

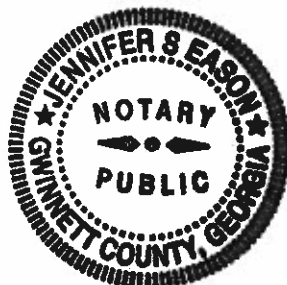
Printed Name of Entity or Partnership: Capital City Electrical Services, LLC.

Signature of authorized representative: _____

Title: owner/CEO

Date: 6/15, 20 18

Subscribed and sworn to or affirmed by Jennifer S Eason **(name), as the**
Account Manager **(title) of** Capital City Electrical **(entity or partnership name)**
this 15 **day of** June, 20 18.



Jennifer S Eason
Notary Public of Georgia **(state)**
My commission expires: 4/3/2021

Required Submittal FORM 6

Proponent Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER
Jerry Wartto	owner/CEO	1346 Oakbrook Dr. Stc. 170A Norcross, GA 30093	770-821-6099		Warttoj@cclect.com
Jenni Eason	Account Manager	1346 Oakbrook Dr. Stc. 170A Norcross, GA 30093	770-821-6099	678-410-4854	jennifere@cclect.com

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

CAPITAL CITY

ELECTRICAL SERVICES LLC
RESUME COMMENTS

Capital City Electrical Services, Inc. understands the City's desire to know the personnel who will be utilized on this contract. However, other than the two main positions of President and the Sales Manager who represent the Relationship/Account Manager positions it is difficult to specifically name the persons who will absolutely be used to service this account.

Due to the complexity and potential size of the contract work, the field and logistical support team is another matter. Given that Capital City has multiple positions of Dispatcher, Billing Assistant, Master Electricians, Journeymen and Helpers. Additionally, and beyond the requirements of the contract documents, we would also have the involvement of a Sales Coordinator and Customer Service Rep to assist in the administration of the contract.

For these reasons we have not included specific resumes or work histories of individuals since it would be too burdensome and frankly limiting to the level of service and care we would apply to the account.

Suffice to say that Capital City is more than capable of providing the level of expertise necessary to meet and exceed the confidence level the City needs at any time the City might request that information. Therefore, in our view, and anticipating the City's understanding, limiting our personnel utilized for this contract to a few specific individuals would be a disservice to the City and be more disruptive than helpful.

A CONSTANT CURRENT OF EXCELLENCE

1348 Oakbrook Drive Suite 170A Norcross, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM

Jerry Wartko – Resume

4955 Avalon Ridge Pkwy, Ste. 100, Norcross, GA. 30071
770-449-0200

Summary

Experienced President and General Manager of three major Electrical firms in the U.S. Knowledgeable of all facets of business operations including P&L, Human Resources, Sales and Service Operations Management

- Over thirty years of experience in the commercial and industrial segment of the electrical industry
- Designed and built projects for the petrochemical and Natural gas industry for over fifteen years
- Fifteen years of design build experience that was performed in Houston, TX and fifteen years in Atlanta, GA.
- Worked in Class1 Div1 locations for Exxon USA, Cowboy Pipeline, Calgon, Shell Oil

Work Experience

Present Position: President and CEO of Capital City Electrical Services, Inc.
since 2006

Previous Work Experience: General Manager, LMI Electrical, Atlanta, GA.

Various Positions, McBride Electric, Houston, TX

MAJOR PROJECTS COMPLETED:

Class 1 Div. 1

Luberzal USA Peachtree City GA

Installation of a 5 story tower for chemical mixing process. Class 1 Div.1 installation.

Gwinnett Co Landfill

Installation of control wiring for flares to burn methane gas on landfills
Class 1 Div.1 installation

Calgon

Ongoing contract at the petrochemical plant. Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX. All work Class1 Div.1 (design build)

RESUME

Jerry Wartko – Resume (cont.)

RESUME

Exxon USA

Ongoing contract at the petrochemical plant and Fuel Dispensing Stations.
Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX.
All work Class1 Div.1 (design build)

Shell Oil

Ongoing contract at the petrochemical plant and Fuel Dispensing Stations.
Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX.
All work Class1 Div.1 (design build)

Cowboy Pipeline

Installation of flow meters, valve controls, leak detection, high and low
pressure switches etc. for natural gas pipelines throughout Houston TX. All
Class1 Div1 installation (design build)

Gatex

Wiring of Natural Gas metering skids. Skids were designed for metering the
amount of gas loaded on a ship from the tank farm or from the pipeline. All
Class1 Div.1

Lynchburg Shipyard

Wiring of ocean going barges. Wiring for welding as well as fuel pumping.
Pasadena TX Class1 Div1 installation (design build)

Gaylord Containers

Installation of wiring for pump and controls for chemical to make plastic
drums. Atlanta GA
Class1 Div.2

Clorox

Wiring of motors and controls for Chlorine processing equipment
Class1 Div2
Atlanta GA & Houston TX

EDUCATION:

Norwalk State Tech. EE
Independent Electrical Contractors

ACCREDITATION:

Master Electrician
Senior Estimator Design/Build
Lighting Specialist GE and Cooper Lighting School
OSHA Certified

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following Addenda for FC-10398;
City Wide Electrical Repair and Maintenance Services:

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the 15 day of June, 2018.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

Capital City Electrical Services, LLC.

By: _____

Print Name: Jerry Wartko

Title: owner

Jennifer S Eason

Notary Public (Seal)

My Commission Expires: 4/3/21





CAPITAL CITY



ELECTRICAL SERVICES LLC

MANAGEMENT PLAN

Capital City Electrical Services, LLC. has an established and well-earned reputation as a high quality, customer-friendly and organized electrical services company. Specializing in direct end-user relationships in both demand electrical services work and design build projects has given us the experience to provide what's really needed to properly service customers.

As a result, we have developed a management system that lends itself well to fulfilling the needs of large governmental entities such as the City of Atlanta. It is centered on the following prime guiding principles and beliefs:

- Quality and professional leadership of the organization
- Regular management involvement with the customer to ensure quality communications
- Second and Third tier responsibilities to ensure details are not missed
- Assigned responsibilities to specific logistics personnel
- An established customer problem response process to quickly resolve issues that arise
- Well –educated and credentialed field workforce in company vehicles and uniforms

The above points, coupled with a diverse and adequate field workforce, the front-end coordination and customer interaction policy results in quality and mutually satisfactory business relationships with our clients.

A CONSTANT CURRENT OF EXCELLENCE

1346 Oakbrook Drive Suite 170A, NORCROSS, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM



CAPITAL CITY



ELECTRICAL SERVICES LLC

For purposes of this contract, a senior level employee, the Sales Manager, and one of his direct reports will be an upper level contact and coordination team for the overall performance of the contract and resolution of all issues that may arise.

We are currently applying those company guidelines very successfully in formal service contracts with clients such as Fulton County Schools, Cobb County Water Management, Cobb County General Services, Hall County and others. Additionally, we have contracts and do work with City of Atlanta Schools and Parks & Recreation.

Operationally, when a contract customer calls in a work order the work will be scheduled as soon as possible by the Service Dispatchers. Depending on the severity of the problem, we will elevate its status accordingly and respond appropriately. Additionally, Capital City has electricians on call 24/7 to respond to emergencies during off-hours.

Service calls are followed up on a frequent basis by our customer service reps who contact the customer after work is completed to assess the customer's satisfaction level, uncover problems or concerns and, if necessary, initiate corrective actions through the proper channels within Capital City, progressing, if needed, all the way to the CEO level for resolution.

A CONSTANT CURRENT OF EXCELLENCE

1346 Oakbrook Drive Suite 170A, NORCROSS, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 04/24/2018 10:57:05

BUSINESS INFORMATION

BUSINESS NAME : CAPITAL CITY ELECTRICAL SERVICES, LLC
CONTROL NUMBER : 0604645
BUSINESS TYPE : Domestic Limited Liability Company

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4955 AVALON RIDGE PARKWAY, SUITE 100, NORCROSS, GA, 30071, USA
REGISTERED AGENT NAME : Jeff Forrestall
REGISTERED OFFICE ADDRESS : 5328 Lanier Islands Parkway, Suite 201, Hall, Buford, GA, 30518, USA

OFFICES TO WHICH BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4955 AVALON RIDGE PARKWAY, SUITE 100, NORCROSS, GA, 30071, USA
REGISTERED AGENT NAME : Jeff Forrestall
REGISTERED OFFICE ADDRESS : 5328 Lanier Islands Parkway, Suite 201, Hall, Buford, GA, 30518, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Jenni Eason
AUTHORIZER TITLE : Organizer

Date: 11-8-2016

RECEIVED
SECRETARY OF STATE
INTAKE DIVISION

2016 DEC -6 PM 2:26

ARTICLES OF ORGANIZATION

OF

Capital City Electrical Services, LLC

Under Section 14-11-204 of the Georgia Limited Liability Company Act

1. The name of the limited liability company is Capital City Electrical Services, LLC.
 2. The management of the limited liability company shall be vested in one or more managers.
- Executed this 8th day of November, 2016.

Capital City Electrical Services, Inc.

By: /s/ Jerry G. Wartko
Jerry G. Wartko, Organizer

By: /s/ John T. Rausch
John T. Rausch, Organizer



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	CAPITAL CITY ELECTRICAL SERVICES, LLC	Control Number:	0604645
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	1346 OAKBROOK DRIVE, SUITE 170A, NORCROSS, GA, 30093, USA	Date of Formation / Registration Date:	1/10/2006
State of Formation:	Georgia	Last Annual Registration Year:	2018

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jeff Forrestall**
Physical Address: **5328 Lanier Islands Parkway, Suite 201, Buford, GA, 30518, USA**
County: **Hall**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

CAPITAL CITY ELECTRICAL SERVICES, LLC

a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 14696953
Date Inc/Auth/Filed	: 01/10/2006
Jurisdiction	: Georgia
Print Date	: 06/08/2017
Form Number	: 211



B. P. Kemp

Brian P. Kemp
Secretary of State

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF CONVERSION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that articles of conversion have been filed on 12/6/2016 converting

CAPITAL CITY ELECTRICAL SERVICES, INC.
a Domestic Profit Corporation
to

CAPITAL CITY ELECTRICAL SERVICES, LLC
a Domestic Limited Liability Company

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid.

WITNESS my hand and official seal in the City of
Atlanta and the State of Georgia on 12/08/2016



B. P. Kemp
Brian P. Kemp
Secretary of State

Date: 11-8-2016

**CERTIFICATE OF CONVERSION
OF A CORPORATION
TO A LIMITED LIABILITY COMPANY**

The following corporation hereby elects to convert to a limited liability company pursuant to the provisions of Section 14-11-212 of the Official Code of Georgia Annotated and Section 14-2-1109.1 of the Official Code of Georgia Annotated, as amended, by filing this Certificate of Conversion and the attached articles of organization.

1. The name of the corporation making the election to become a limited liability company is Capital City Electrical Services, Inc., a Georgia corporation.
2. Capital City Electrical Services, Inc., elects to become a Georgia limited liability company under the name: Capital City Electrical Services, LLC.
3. The election by Capital City Electrical Services, Inc. to become a limited liability company shall be effective when this certificate of conversion filed by the Georgia Secretary of State.
4. The election of Capital City Electrical Services, Inc. to become a limited liability company has been approved by the Board of Directors and shareholders of Capital City Electrical Services, Inc. as required by Section 14-2-1109.1 of the Official Code of Georgia Annotated.
5. Filed with this Certificate of Conversion are articles of organization in the form required by Section 14-11-204 of the Official Code of Georgia Annotated, that set forth a name for the limited liability company that satisfies the requirements of Section 14-11-207 of the Official Code of Georgia Annotated, and that shall be the articles of organization of the limited liability company formed pursuant to this election unless or until modified in accordance with the Georgia Limited Liability Company Act.
6. The shareholders of Capital City Electrical Services, Inc. shall receive one membership unit in Capital City Electrical Services, LLC for each share of capital stock of Capital City Electrical Services, Inc. owned by the shareholders.

{Remainder of Page Intentionally Left Blank}

Date: 11-8-2016

RECEIVED
SECRETARY OF STATE
INTAKE DIVISION

2016 DEC -6 PM 4:25

Capital City Electrical Services, Inc.

By: /s/ Jerry G. Wartko

Jerry G. Wartko
CEO

By: /s/ John T. Rausch

John T. Rausch
CFO

By: /s/ Greg A. Green

Greg A. Green
Secretary

By: /s/ Gary E. Haley

Gary E. Haley
Vice President

By: /s/ Michael Hendrickson

Michael Hendrickson
Vice President



Brian P. Kemp
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 858-2817
sos.ga.gov

TRANSMITTAL INFORMATION FORM
GEORGIA LIMITED LIABILITY COMPANY

IMPORTANT: Please provide the entity's primary email address when completing this form.
Primary Email Address: wartkoj@ccelect.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. LLC Name Reservation Number (If one has been obtained; if articles are being filed without prior reservation, leave this line blank.) Capital City Electrical Services, LLC LLC Name (List exactly as it appears in articles.)													
2. Jeff Forrestall, CPA Name of Person Filing Articles of Organization (Certificate will be emailed to this person at address listed below.) 5328 LANIER ISLANDS PARKWAY, STE. 201 BUFORD GA 30518 Address City State Zip Code jeff@forrestallcpas.com 770-945-8328 Filer's Email Address Telephone Number													
3. 4955 AVALON RIDGE PARKWAY Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box.) NORCROSS GA 30071 City State Zip Code													
4. JEFF FORRESTALL, CPA Name of Registered Agent in Georgia 5328 LANIER ISLANDS PARKWAY, STE 201 Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.) BUFORD HALL GA 30518 City County State Zip Code jeff@forrestallcpas.com Registered Agent's Email Address													
5. Name and Address of Each Organizer (Attach additional sheets if necessary.) <table border="1"><tr><td>JERRY G. WARTKO Organizer</td><td>4579 WINGFIELD WAY Address</td><td>FLOWERY BRANCH City</td><td>GA State</td><td>30542 Zip Code</td></tr><tr><td>JOHN T. RAUSCH Organizer</td><td>110 PINE MIST CIRCLE Address</td><td>ALPHARETTA City</td><td>GA State</td><td>30022 Zip Code</td></tr></table>				JERRY G. WARTKO Organizer	4579 WINGFIELD WAY Address	FLOWERY BRANCH City	GA State	30542 Zip Code	JOHN T. RAUSCH Organizer	110 PINE MIST CIRCLE Address	ALPHARETTA City	GA State	30022 Zip Code
JERRY G. WARTKO Organizer	4579 WINGFIELD WAY Address	FLOWERY BRANCH City	GA State	30542 Zip Code									
JOHN T. RAUSCH Organizer	110 PINE MIST CIRCLE Address	ALPHARETTA City	GA State	30022 Zip Code									
6. Mail the following items to the Secretary of State at the above address: 1) This transmittal form; 2) The Articles of Organization; and 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are non-refundable. I understand that the information on this form will be entered in the Secretary of State business entity database, and I certify that the above information is true and correct to the best of my knowledge. Signature of Authorized Person JEFF FORRESTALL, CPA Print name 11-08-2016 Date													

FORM 231
(Rev. 9/2015)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

Licensee Details

Licensee Information

Name: Jerry G Wartko

Address: 4579 Wingfield Way

Flowery Branch GA 30542

Primary Source License Information

Lic #:	EN214809	Profession:	Electrical Contractor	Type:	Electrical Contractor- Non Restricted
Secondary:		Method:	Examination	Status:	Active
Issued:	8/20/2007	Expires:	6/30/2020	Last Renewal Date:	6/7/2018

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 5, 2018 13:52:26

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.

**DAILY/WEEKLY TIME & JOB TICKET SUMMARY**

Employees Name :
Pay Period :

4955 AVALON RIDGE PKWY., NORCROSS, GA. 30071-5727
P: (770)449-0200 F: (770)670-6839
service@ccelect.com

To:

[illegible]

Total Hours for Week

29

Employee Signature :

Supervisor Signature : _____

AMENDMENT AGREEMENT NO. 9 FOR FC-10398

Citywide Electrical Repair and Maintenance Services



**Andre Dickens
Mayor
City of Atlanta**

**Remy Saintil
Commissioner
Atlanta Department of Transportation**

**Jaideep Majumdar
Chief Procurement Officer
Department of Procurement**

**STATE OF GEORGIA
COUNTY OF FULTON**

**AMENDMENT NO. 9
TO
FC-10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES**

Service Provider: Capital City Electrical Services, LLC
Address: 1346 Oakbrook Drive, Suite 170A
Marietta, GA 30067
Service Provider Contact: Jim Johnson
404-429-4449
jim.johnson@ccelect.com

This Fourth Amendment ("Amendment No. 9") to FC-10398, Citywide Electrical Repair and Maintenance Services (the "Agreement") is made this 7th day of March, 2023 ("Effective Date") by and between the City of Atlanta ("City"), a Georgia Municipal Corporation, and Capital City Electrical Services, LLC ("Service Provider"). City and Service Provider may be collectively referred to as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, in accordance with Resolution No. 18-R-4160, the City entered into the Agreement for the purpose of electrical repair and maintenance services on behalf of the Department of Enterprise Asset Management ("DEAM"), in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00); and

WHEREAS, the term of the Agreement is three (3) years, effective from December 11, 2018 to December 10, 2021, with two (2) one (1) year renewal options to be exercised at the City's sole discretion; and

WHEREAS, in accordance with Resolution No. 19-R-3175, the City entered into Amendment No. 1 to the Agreement to add Renew Atlanta as an authorized user and to add additional funding in an amount not to exceed Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00); and

WHEREAS, in accordance with Resolution No. 19-R-4920, the City entered into Amendment No. 2 to the Agreement to add additional funding on behalf of Renew Atlanta in an amount not to exceed One Hundred Forty-Three Thousand Dollars and Zero Cents (\$143,000.00); and

WHEREAS, in accordance with Resolution No. 20-R-3641, the City entered into Amendment No. 3 to the Agreement to add additional funding on behalf of Atlanta Police Department and Atlanta Municipal Court in an amount not to exceed One Hundred Forty-Three Thousand Dollars and Zero Cents (\$135,000.00) and administratively correcting all previous legislation to include 18-R-4160, 19-R-3175 and 19-R-4920 changing any references to contract number FC-10389 Citywide Electrical Services, LLC to FC-10398, Citywide Electrical Services; and

WHEREAS, in accordance with Resolution No. 20-R-3927, the City entered into Amendment No. 4 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and

WHEREAS, in accordance with Resolution No. 20-R-4683, the City entered into Amendment No. 5 to the Agreement to the Atlanta Department of Transportation as an authorized user in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); and

WHEREAS, in accordance with Resolution No. 21-R-3826, the City entered into Amendment No. 6 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00); and

WHEREAS, in accordance with Resolution No. 21-R-3921, the City exercised Renewal No. 1 under the Agreement, effective from December 11, 2021 through December 10, 2022, in an amount not to exceed Six Hundred Fifty-Five Thousand Dollars and Zero Cents (\$655,000.00); and

WHEREAS, in accordance with Resolution No. 22-R-3046, the City entered into Amendment No. 7 to the Agreement to add additional funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, in accordance with Resolution No. 22-R-3635, the City entered into Amendment No. 8 to the Agreement to add the Mayor's Office of Cultural Affairs as authorized user in an amount not to exceed One Hundred Seventy Thousand Dollar and Zero Cents (\$170,000.00) and to additional funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed One Hundred Twelve Thousand Seven Hundred Four Dollars and Forty-Seven Cents (\$112,704.47) and to add additional funding on behalf of the Atlanta Department of Transportation in an amount not to exceed One Hundred Sixty-Five Thousand Ninety-Two Dollars and Twenty-Two Cents (\$165,092.22) for a total not to exceed amount of Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Six Dollars and Sixty-Nine Cents; and

WHEREAS, in accordance with Resolution No. 22-R-4686, the City exercised Renewal No. 2 under the Agreement, effective from December 11, 2022 through December 10, 2023, in an amount not to exceed Eight Hundred Twenty Thousand Dollars and Zero Cents (\$820,000.00); and

WHEREAS, the Service Provider has performed satisfactorily over the term of the Agreement; and

WHEREAS, in accordance with Resolution No. 23-R-3015, the Parties desire to further amend the Agreement to add the Department of City Planning as an authorized user in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Authorized User Agency

The Department of City Planning is hereby added as an authorized user of the Agreement and the first sentence on page 1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

This Service Agreement ("Agreement") is entered into and effective as of December 10, 2018 (the "Effective Date") between the City of Atlanta ("City"), on behalf of the Department of Enterprise Asset Management, Atlanta Department of Transportation, Atlanta Police Department, Atlanta Municipal Court, the Department of Watershed Management, the Mayor's Office of Cultural Affairs, the Department of City Planning, and the Service Provider as set forth below.

2. Additional Funding

Section 1 of the Agreement titled "Background" is hereby amended by deleting the first sentence of subsection 1.2 in its entirety and replacing it with the following language:

1.2 The total amount of payments by City under this Agreement shall be increased in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

3. Authorizing Legislation

Exhibit C of the Agreement titled "Authorizing Legislation" is hereby supplemented to include Resolution No. 23-R-3015 attached hereto as Exhibit A and incorporated herein by reference.

4. Insurance and Bonding Requirements

Appendix B of the Agreement entitled "Insurance and Bonding Requirements" is hereby supplemented to add a bond rider to modify the total value of the original payment and performance bond applicable to the Agreement. The referenced bond rider is attached hereto as Exhibit B and incorporated herein by reference.

5. Capitalized Terms

All capitalized terms herein shall have the same meaning ascribed to them under the Agreement, unless expressly defined herein.

6. Effect of Amendment

The Parties shall be bound by and shall perform all services under the Agreement in accordance with the terms, conditions, clauses and stipulations set forth in the Agreement, including all previous amendments, except as expressly amended by this Amendment No. 9.

7. Executed Amendment Binding Upon Delivery

The parties agree that this Amendment No. 9 shall not become binding on City, and City shall incur no liability upon the same, until this Amendment No. 9 has been approved as to form by the City Attorney, executed by the City's duly authorized representative, attested to by the Municipal Clerk, and delivered to the Service Provider.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto by authorized representatives have executed this Amendment No. 9 as of the Effective Date.

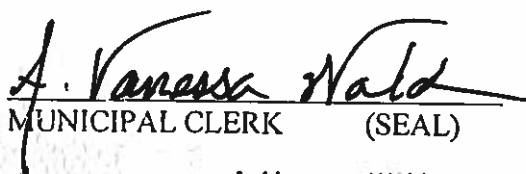
CITY OF ATLANTA:

BY: 
MAYOR

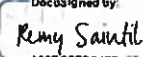
SERVICE PROVIDER:
Capital City Electrical Services, LLC

BY: 
NAME (print): Charles Brooks
TITLE: President

ATTEST:


MUNICIPAL CLERK (SEAL)
A. Vanessa Waldon
Deputy Municipal Clerk

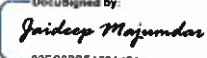
RECOMMENDED:

DocuSigned by:

COMMISSIONER, DEPARTMENT OF
ENTERPRISE ASSET MANAGEMENT

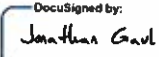
DocuSigned by:

COMMISSIONER, DEPARTMENT OF
CITY PLANNING

RECOMMENDED:

DocuSigned by:

CHIEF PROCUREMENT OFFICER

APPROVED AS TO FORM:

DocuSigned by:

ASSISTANT CITY ATTORNEY

**EXHIBIT A
LEGISLATION**

FC-10398 Citywide Electrical Repair and Maintenance Services --
Amendment No. 9



**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-3015

A RESOLUTION BY FINANCE EXECUTIVE COMMISSION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE THE NINTH AMENDMENT TO AGREEMENT FC10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICE, WITH CAPITAL CITY ELECTRICAL SERVICES LLC, TO ADD THE DEPARTMENT OF CITY PLANNING AS AN AUTHORIZED USER IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Resolution No. 18-R-4160, the City of Atlanta ("City") entered into FC10398, Citywide Electrical Repair and Maintenance Service ("Agreement") with Capital City Electrical Service, LLC., on behalf of the Department of Enterprise Asset Management, in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00); and

WHEREAS, the term of the Agreement was three (3) years, effective December 10, 2018, through December 10, 2021, with two (2), one (1) year renewal options to be exercised at the City's sole discretion; and

WHEREAS, pursuant to Resolution 19-R-3175, adopted by Council on February 18, 2019, and approved as per City Charter Section 2-403 on February 27, 2019, the City entered into Amendment No. 1 to the Agreement to add Renew Atlanta as an authorized user and to add funding in an amount not to exceed Six Hundred Thousand Fifty Dollars and No Cents (\$650,000.00); and

WHEREAS, pursuant to Resolution 19-R-4920, adopted by Council on October 21, 2019, and approved as per City Charter Section 2-403 on October 21, 2019, the City entered into Amendment No. 2 to the Agreement to add additional funding on behalf of Renew Atlanta in an amount of One Hundred Forty-three Thousand Dollars and Zero Cents (\$143,000.00); and

WHEREAS, pursuant to Resolution 20-R-3641 adopted by Council on March 17, 2020, and approved as per City Charter Section 2-403 on March 26, 2020, the City entered into Amendment No. 3 to the Agreement to add additional funding on behalf of the Atlanta Police Department and the Atlanta Municipal Court in an amount not to exceed One Hundred Thirty-five Thousand Dollars and Zero Cents (\$135,000.00) and to administratively correct all previously approved legislation included in Resolutions 18-R-4160, 19-R-3175, and 19-R-4920, changing any references to contract number FC-10389, Citywide Electrical Services, LLC to FC-10398, Citywide Electrical Services, LLC; and

WHEREAS, pursuant to Resolution No. 20-R-3927, adopted by Council on May 18, 2020, and approved as per City Charter Section 2-403 on May 27, 2020, the City entered into Amendment No. 4 to the Agreement to add funding on behalf of the Department of Watershed Management, in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and

WHEREAS, pursuant to Resolution No. 20-R-4683, adopted by Council on December 7, 2020, and approved as per City Charter Section 2-403 on December 16, 2020, the City entered into Amendment No. 5 to the Agreement to add the Atlanta Department of Transportation as an authorized user in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); and

WHEREAS, pursuant to Resolution No. 21-R-3826, adopted by Council on September 7, 2021, and approved as per City Charter Section 2-403 on September 15, 2021, the City entered into Amendment No. 6 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Twenty-five Thousand Dollars and Zero Cents (\$125,000.00); and

WHEREAS, pursuant to Resolution No. 21-R-3921, adopted by Council on September 20, 2021, and approved as per City Charter Section 2-403 on September 26, 2021, the City exercised its first renewal option to the Agreement on behalf of the Departments of Enterprise Asset Management, the Atlanta Police Corrections, Public Works, and Watershed Management, for a term of one (1) year effective December 11, 2021 through December 10, 2022, in an amount not to exceed Six Hundred Fifty-five Thousand Dollars and Zero Cents (\$655,000.00); and

WHEREAS, pursuant to Resolution No. 22-R-3046, adopted by Council on January 18, 2022, and approved as per City Charter Section 2-403 on January 27, 2022, the City entered into Amendment No. 7 on behalf of the Department of Enterprise Asset Management to add additional funding on behalf of the Atlanta Department of Transportation in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, pursuant to Resolution No. 22-R-3635, adopted by Council on May 16, 2022, and approved as per City Charter Section 2-403 on May 25, 2022, the City entered into Amendment No. 8 to the Agreement to add the Mayor's Office of Cultural Affairs as an authorized user in an amount not to exceed One Hundred Seventy Thousand and Zero Cents (\$170,000.00), and to add funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed One Hundred Twelve Thousand Seven Hundred Four Dollars and Forty-seven Cents (\$112,704.47), and the Atlanta Department of Transportation in an amount not to exceed One Hundred Sixty-five Thousand Ninety-Two Dollars and Twenty-Two Cents (\$165,092.22) for a total amount not to exceed Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Six Dollars and Sixty-Nine Cents (\$447,796.69); and

WHEREAS, the Commissioner of the Department of City Planning desires to enter into the Ninth Amendment to the Agreement with Capital City Electrical Service, LLC., to add the Department of City Planning ("DCP") as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support DCP in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

WHEREAS, the Commissioner of the Department of City Planning and the Chief Procurement Officer each recommend entering into the Ninth Amendment to the Agreement to add the Department of City Planning as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support the department in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute the Ninth Amendment to FC10398, Citywide Electrical Repair and Maintenance Services with Capital City Electrical Services, LLC, to add the Department of City Planning as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support the Department of City Planning in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid 1001 (General Fund) 250201 (DCP Director of Buildings) 5212001 (Consultant/Professional) 7210000 (Protective Inspection Administration)-\$40,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, that the Ninth amendment to the Agreement will not become binding on the City and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk and delivered to Capital City Electrical Services, LLC.

A true copy,


A. Vanessa Waldon
Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

JAN 17, 2023
JAN 26, 2023

EXHIBIT B

INSURANCE AND BONDING REQUIREMENTS

PAYMENT AND PERFORMANCE BONDS

Bond No. GM-218875

Payment Bond

"City" City of Atlanta, Georgia

"Project" Citywide Electrical Repair & Maintenance Services, Amendment Agreement No. 9"FC No." 10389

"Principal" (Legal Name and Business Address)

Capital City Electrical Services, LLC.1346 Oakbrook Drive, Suite 170ANorcross, GA 30067

Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Great Midwest Insurance Company800 Gessner, Suite 600Houston, TX 77024

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20____, regarding
performance of Work relative to the Project.

"Penal Sum:" Eight Hundred Twenty Thousand Dollars (\$820,000.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

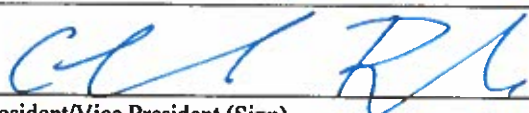
NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: Capital City Electrical Services, LLC.



President/Vice President (Sign)

Charlie Brooks

President/Vice President (Type or Print)

Attested to by: 

Secretary/Assistant Secretary (Seal)

SURETY: Great Midwest Insurance Company

By: 

Attorney-in-Fact (Sign)

David C. Eades, Attorney-In-Fact

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

Bond No. GM-218875

Performance Bond

"City" City of Atlanta, Georgia

"Project" Citywide Electrical Repair & Maintenance Services, Amendment Agreement No. 9

"FC No." 10389

"Principal" (Legal Name and Business Address)

Capital City Electrical Services, LLC

1346 Oakbrook Drive, Suite 170A

Norcross, GA 30067

Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Great Midwest Insurance Company

800 Gessner, Suite 600

Houston, TX 77024

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20__, regarding
performance of Work relative to the Project.

"Penal Sum:" Eight Hundred Twenty Thousand Dollars (\$820,000.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

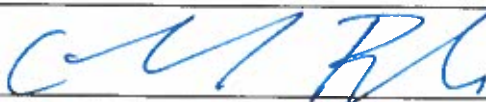
And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any

wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: Capital City Electrical Services, LLC



President/Vice President (Sign)

Charlie Brooks

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Great Midwest Insurance Company

By:



Attorney-in-Fact (Sign)

David C. Eades, Attorney-In-Fact

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

POWER OF ATTORNEY**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

David C. Eades, Carrie J. Key, Avery C. Kenimer

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

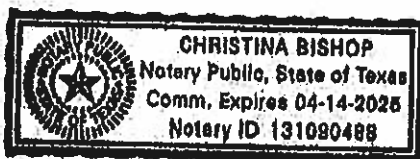
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this _____ Day of _____, 20____.



BY

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Emergency Generator for 314 W Broad Street Property

ITEM TYPE: Contract

SUBMITTED: 08/22/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 8/28/2023

DEPARTMENT: Buildings

BUDGET IMPACT: FY23 - \$90,000 (350-1565-54-2500 - Capital Improvements)
FY24 - \$93,159.04 (350-1565-54-2500 - Capital Improvements)

PUBLIC HEARING: No

PURPOSE:

Mayor & Council to approve the purchase and installation of an emergency generator for the facilities located 314 W Broad Street.

HISTORY:

Emergency generators have yet to be installed at the City of Fairburn Facility located at 149 W Broad Street. Due to the services proposed to be provided at this facility in the future, emergency generators are vital for the protection of our citizens and businesses.

FACTS AND ISSUES:

According to the City's Procurement policy, purchases may be made utilizing suppliers having a requirements contract/annual agreement with any public entity for Goods, Services, or Professional Services described in such contract. Through the City of Atlanta Citywide electrical repair and maintenance services contractor agreement, Capital City Electrical Services LLC will provide and install the emergency generator for the City of Fairburn facilities located at 149 W Broad Street in an amount not to exceed \$183,159.04.

FUNDING SOURCE:

Capital Improvements - 350-1565-54-2500 (FY23 - \$90,000, FY24 - \$93,159.04)

RECOMMENDED ACTION:

Request Mayor and Council approval for the purchase and installation of an emergency generator for the facilities located at 314 W Broad Street in an amount not to exceed \$183,159.04 utilizing City of Atlanta citywide electrical repair and maintenance services contractor agreement with Capital City Electrical Services LLC.

ATTACHMENTS:

1. Breneau gen proposal
2. Quote 2023-08-15 QT#20773559 - Brenau University Fairburn - SD050 -ds
3. Executed.FC-10398.CitywideElectrical
4. Executed Amendment No. 9 for FC-10398 Citywide Electrical Services



August 17, 2023

The City of Fairburn
314 NW Broad St.
Fairburn, GA 30213
Attn: Dana Smith
770-634-3196
dasmith@fairburn.com

Re: Generator and ATS installation.

This proposal, including the attached General Terms and Conditions ("Proposal"), is for the labor, parts and/or materials ("Services") necessary for Capital City Electrical Services, LLC ("Capital City") to complete the following scope of work ("Scope") that Capital City has proposed at the direction of The City of Fairburn ("Customer"):

Scope of Work

- Provide engineered drawings, permits and inspections.
- Provide disposal services.
- Provide excavation and material handling equipment.
- Provide private and public utility locate services.
- Provide and install 15' X 6' concrete pad for generator and 5' x 5' pad for ATS.
- Provide and install 120/208v 3PH 1200A service entrance rated ATS with 3R enclosure. ATS to be pad mounted.
- Provide and install 150KW diesel generator. 120/208v 3PH. 322 gal tank base (51 hours @ 50% load). Customer to provide fuel.
- Intercept feeder conduit from utility transformer to MDP and terminate line side in new ATS. Includes adding equipment grounding conductor to existing conduit. Presence of bus duct will incur additional costs.
- Provide and install feeder from generator to ATS and utility transformer to ATS.
- Provide and install new grounding electrode system.
- Provide and install circuits for generator blanket heater and battery charger.
- Provide and install data connection from ATS to generator.
- Provide and install generator annunciator panel withing 100' of ATS. Includes cabling.
- Startup by factory authorized technician and 4 hour load bank test per NFPA 110.
- 1 hour of site training will be provided if scheduled during startup.

CAPITAL CITY

ELECTRICAL SERVICES LLC

Item Description	Qty	Cost	Normal Price	City's Discounted Price
Generator and ATS package	1.00	73675.00	\$ 191,555.00	\$ 101,671.50
Misc Material	1.00	15879.01	\$ 41,285.43	\$ 29,852.54
Engineering, permits and inspections	1.00	2750.00	\$ 7,150.00	\$ 4,950.00
Equipment	1.00	5800.00	\$ 15,080.00	\$ 10,904.00
Utility locate services	1.00	450.00	\$ 1,170.00	\$ 846.00
Disposal	1.00	750.00	\$ 1,950.00	\$ 1,410.00
Concrete	1.00	5000.00	\$ 13,000.00	\$ 9,400.00
			<i>Material Subtotal</i>	\$ 159,034.04
	# of Labor Hours		Cost per Hour	City's Discounted Labor
Master Electrician	205.00		\$ 65.00	\$ 13,325.00
Project Manager	40.00		\$ 65.00	\$ 2,600.00
Helper	205.00		\$ 40.00	\$ 8,200.00
			<i>Labor Subtotal</i>	\$ 24,125.00
			Project Grand Total	\$ 183,159.04

Price for Services (hereinafter "Contract Price"): \$183,159.04

This is a confidential proposal between Capital City Electrical Services, LLC and The City of Fairburn

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order ("Change Order"), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday ("Standard Hours"). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined ("Emergency Services").
- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.
- Customer is responsible for ensuring Capital City's employees and subcontractors have access to the Premises.

Exclusions



- Diesel fuel.
- Demolition of underground bus duct.
- Drain line and or landscape repairs/relocation.
- This proposal is based on normal soil conditions of 2000/PFS and do not allow, and are not limited to, the excavation of any unforeseen obstacles such as rock, asphalt, concrete, fluid soil conditions, buried debris, or excessive mud. Execution of such excavation shall be through a Change Order in addition to any existing contract or agreement.

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$90,000.00.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a one (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps.

Payment terms: DUE UPON RECEIPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Jim Johnson

Account Manager

Print Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees, and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of one (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR



MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. **Substitute Services** – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (*e.g.* manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. **Convenience** – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. **Cause** – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer



shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.

d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.



17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

Quote Date: Aug 15, 2023
Pricing Expires: Oct 15, 2023



GENERAC
INDUSTRIAL
POWER

More than power...

Quote Number: 20773559

Project Reference: Brenau University, Fairburn – 150kW Generator / 1200A ATS Proposal

We are pleased to offer the following quote for the above project for a price of:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 150 kW Rating, wired for 120/208 VAC Three Phase, 60 Hz
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- SCAQMD
- Standard Weather Protective Enclosure, Steel
 - o Baked-On Powder Coat Finish
- 24" 322 Gallon Double-Wall UL142 Basetank
 - o Mechanical fuel level indicator gauge
 - o Electronic fuel level sender
 - o 51 hour run time at 50% load
- DSE G8601 Digital Genset Controller
 - o Meets NFPA 99 and 110 requirements
 - o Temp Range -30 to +50 deg C
 - o UL6200
 - o CE
 - o High-Resolution 240 X 128 Pixel Display
 - Integral LCD Display Heater
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - o Advanced PLC Functionality
 - o 2 RS485 Ports, 2 USB Ports, 1 Ethernet Port, and 1 CANbus Port
 - o Engine Sensors: Oil Pressure, Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage and Charge Current, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp, Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - o Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - o Isochronous Governor
 - Digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - o 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection (I2T Function)
 - o Configurable Timers

- o Integrated SNMP
 - o DSENet (Expansion Support)
 - o 2 and 3-wire start controls for any industrial grade transfer switch
- 21 Light Remote Annunciator, Surface Mount
- MLCB, 100% rated, LSI Electronic Trip
 - o 900 amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed
- Air Filter Restriction Indicator
- Engine Coolant Heater, 1500W
- Engine Run Relay, 10A
- 120V GFCI and 240V Outlet
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SD0150GG176.7D18BPYY3

Quantity 1 – ASCO Automatic Transfer Switch, Series 300, 1200 Amps:

#1	ATS	AMPS: 1200	QTY: 1
Product	: Series 300	Catalog Number	: H03AUSA31200CGXM,44G,119M
Service Voltage / Hz	: 208V/60Hz	Optional Accessories	: 44G,119M
Bypass Isolation	: Not Applicable	Product Description	: 300 Series, Automatic Service Entrance Transfer Switch
No. of Switched Poles	: 3	Neutral Configuration	: Solid [A]
Withstand Rating: : See WCR Table Below Frame = H, Switch Rating = 1200, Series = 300		No. of Cables & Lug Size	: See Applicable Outline Drawing
Enclosure	: 3R(M)-UL Type 3R secure double door enclosure (See Disclaimer 3)	Service	: Three Phase, 4-wire
Extended Warranty	: Not Included	Markings	:
Shipping to Zip Code	: 30213		
Start Up Price to Zip Code	:	Not Included	
Estimated Shipment Period:	:	34 - 36 Week(s) (after final approval and release to Manufacturer)	

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	44G	Strip heater w/ thermostat, wired to load terminals: 208-600 volts

2	119M	Energy Reducing Maintenance Switch (ERMS) ERMS lowers the instantaneous pickup setting, utilizes a faster acting instantaneous trip function, or activates an alternate set of trip settings on a breaker to provide reduced arc flash incident energy. To be used on service entrance rated switches containing Square D breakers with MicroLogic 5.0/6.0 P/H trip units Customer is responsible for all trip unit settings.
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Quantity 1 - Startup :

- Startup by factory authorized technician
- 4 Hour Load Bank per NFPA 110

Quantity 1 - Freight :

- Freight to job site. Offloading not included. Delivery during standard business hours, M-F, 8am-5pm.

Quantity 1 – Owner Training:

- One Hour of On-Site Training if Scheduled during startup, Additional Cost will be added for return trips

Notes:

- **Generator Estimated Delivery: 18-24 Weeks**
- **Transfer Switch Estimated Delivery: 34-36 Weeks**
- Pricing Includes LTL Freight (*adder for dedicated truck*)
- FOB: Jobsite (offloading not included)
- Equipment will ship as it becomes available. Transfer switches and docking stations cannot be stored. Generators can be held by the shipper for 90 days before storage fees will be applied.
- NFPA 110 testing included only; NETA, infrared scanning, leak test, etc. to be performed by others
- **Quote does not include installation, taxes, offloading, fuel or extended piping/wiring**

Terms and Conditions:

- Net 30 days, subject to review and approval by our Credit Dept.
- Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time.
- Warranty is invalid without factory start up.
 - Startup will be done during normal business hours (single trip).
 - Warranty begins on date of final startup.
 - Additional charges will be applied to startups requested on weekends or non-business hours, as well for additional trip(s) post startup. Please note additional charges will also be applied if ESSE is called out to perform startup and the generator is not completely installed per our pre-startup checklist.

Thank you for the opportunity,

Joey Benscoter

Sales Manager – NE Georgia
 2490 Weaver Way | Atlanta, GA 30340
 Mobile: 706-968-7741
joe.benscoter@essellc.com

Acceptance of Quote: Prior to ordering equipment or services, we require this proposal to be signed and returned as a confirmation of the above terms and conditions.

Customer Signature

Purchase Order Number

CONTRACTOR AGREEMENT

FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES



City of Atlanta

Chris Davis
Director, Technical Services
Department of Enterprise Assets Management

David L Wilson II
Chief Procurement Officer
Department of Procurement

CONTRACTOR AGREEMENT

FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES



City of Atlanta

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SERVICES AGREEMENT; CONTRACT NO. FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES

This Services Agreement ("Agreement") is entered into and effective as of Dec 10, 2018 (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

Contract Name: Citywide Electrical Repair and Maintenance Services	Contract No. FC- 10398
Service Provider	City of Atlanta
Name: Capital City Electrical Services, LLC	Using Agency: Department of Enterprise Assets Management
Address: 1346 Oakbrook Drive, Suite 170A Norcross, Georgia 30093	Address: 55 Trinity Avenue, SW – Suite 1225 Atlanta, Georgia 30303
Phone: 770-821-6099	Phone: 404-330-6225
E-Mail: <u>jenniferE@ccelect.com</u>	E-Mail:
Authorized Representative: Jennifer Eason	Authorized Representative: Chris Davis, Director-Technical Services

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00) ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date and end on 12/10/21. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

If such legislation is enacted, within seven (7) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services

during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B – Definitions
4. Exhibit C – Authorizing Legislation
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Additional Contract Documents

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. Services.

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 **Change Documents.**

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.3.7 Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 **Service Provider Personnel.** Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 **Service Provider Authorized Representative.** Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 **Qualifications.** Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 **Removal of Personnel Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 **Subcontracting.** Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) Jerry Watko, Owner/CEO; and
- (b) Jennifer Eason, Account Manager.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

(a) Airmis Thomas, Owner- Mid-State Electric.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 **Invoices.** Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 **Taxes.** The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 **Payment.** City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 **Payment of Other Persons.** Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 **Authority.** Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or

proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Consultant any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Equal Business Opportunity Program. Consultant shall comply with and the following during the Term of this Agreement:

10.2.1 Consultant agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances, City of Atlanta, and to warrant the following:

a) The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, creed, religion, sex domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include, without limitation, the following:

Recruited whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Consultant agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the non-discrimination clause.

b) The Consultant shall, in all solicitation or advertisement for employees, placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for the employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c) The Consultant shall send to each labor union or representative of workers with which the Consultant have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Consultant commitments under the Equal Employment Opportunity Program of the City and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant shall register all workers in the skilled trades, who are below the journeyman level, with the U.S. Bureau of Apprenticeship and Training.

d) The Consultant shall furnish all information and reports required by the Contract Compliance Officer pursuant to the Code of Ordinances, and shall permit access to the books, records and accounts of the Consultant during the normal business hours by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.

e) The Consultant shall take such reasonable action with respect to any Sub-Consultant as the City may direct, as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in or is threatened with litigation as maybe necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City; and, in the case of contracts receiving Federal assistance, the Consultant or the City may request the United States to enter into such litigation to protect the interest of the United States.

f) The Consultant and its Sub-Consultants, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such time directed shall contain information as to employment practices, policies, programs and statistics of the Consultant and its Sub-Consultants.

g) The Consultant shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the Project so that such provisions will be binding upon each such Sub-Consultant or vendor.

h) A finding, as hereinafter provided, that a refusal by the Consultant or Sub-Consultant to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties.

- (1) Withholding from the Consultant in violation all future payments under the involved public contract until it is determined that the Consultant or Sub-Consultant is in compliance with the provisions of the Agreement.
- (2) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the Consultant or Sub-Consultant demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article.
- (3) Cancellation of the public Agreement.
- (4) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by this Agreement, and appropriate proceeding may be brought to enforce these provisions, including the enjoining of Consultant, Sub-Consultant, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

10.2.2 During the performance of this Agreement, Consultant agrees to comply with Part 2, Chapter 2, Article X, Division 12, including Sections 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

The Consultant agrees to make good faith efforts to meet the goals for this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE") and Native American Business Enterprises ("NABE") and Female Business Enterprises ("FBE") for utilization in the work set forth within this Agreement and shall take the following action as part of their good faith efforts:

- a) Notification to MBE and FBE that the Consultant has subcontracting opportunities available and maintenance of records of the MBE and FBE responses.
- b) Maintenance by the Consultant of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.

- c) Dissemination of the Consultant EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with Sub-Consultant and Supplier.
- d) Specific and continuing written and oral recruitment efforts directed at MBE and FBE Consultant organizations, MBE and FBE assistance organizations.
- e) Sub-divisions for the contract economically feasible segments as practical to allow the greatest opportunity for participation by M/FBEs.
- f) Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases material for as many M/ FBE Sub-Consultants as possible.
- g) Adoption of the EBO Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
- h) Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on the 5th day of each month following the award of the Work set forth in this agreement.
- i) The Consultant further agree that breach of the EBO provisions contained herein shall subject them to any or all of the following penalties:
 - a) Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Consultant is in compliance.
 - b) Withholding of all future payments under the involved project until it is determined that the Consultant is in compliance.
 - c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its department or divisions until such time as the Consultant demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein.
 - d) Cancellation of the eligible project.

10.3 Georgia Immigration Compliance. The Georgia Security and Immigration Compliance Act of 2006 pursuant to O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-02 is effective as of July 1, 2007, and applies to contracts for services which are physically performed with a public entity. The Consultant is required to submit the attached Georgia Security and Immigration Compliance Act of 2006 Required Consultant Submittal, the Consultant Affidavit and the Sub-Consultant Affidavits as as attached and incorporated herein by reference. Consultant's failure to comply with this requirement shall constitute a material default in the contract, which may result in termination of this Original Agreement.

10.4 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully

paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider

or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. **Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. **Termination.**

18.1 **Termination by City for Cause.** City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 **Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the

material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and Exhibit E. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

20.14 Gratuities and Kickbacks. It shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to

solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a sub-Consultant under a contract to the prime Consultant or higher tier sub-Consultant or any person associated therewith as an inducement for the award of a subcontract or order.

20.15 Fraud and Misrepresentation. Any written or oral information provided by Consultant, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Consultant agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Consultant further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Consultant agrees to place signage provided by the City regarding the Integrity Line at the location to which Consultant's employees report to perform the services required by this Agreement. Consultant acknowledges and agrees that a finding of fraud or other impropriety on the part of the Consultant or any of its sub-Consultants may result in suspension or debarment of the Consultant; and the City may pursue any other actions or remedies that the City may deem appropriate. Consultant agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision. The City shall be entitled to adjust or exclude payments or portions of payments to Consultant found by the City to have been increased because the Consultant furnished cost or pricing data was misrepresented, inaccurate, incomplete or not current as of the date it was submitted.

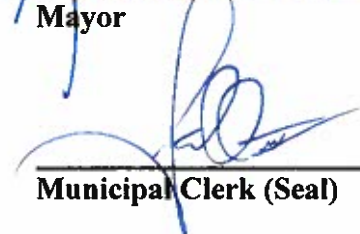
The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

Capital City Electrical Services, LLC

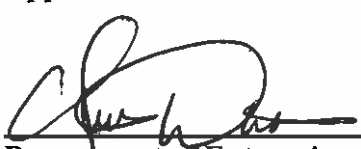


Mayor



Municipal Clerk (Seal)

Approved:

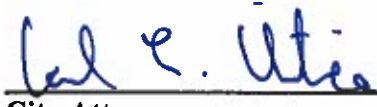


**Department of Enterprise
Assets Management**



Chief Procurement Officer

Approved as to form:



City Attorney

By: _____

Name: _____

Title: _____



Notary Public (Seal)

My Commission Expires: 4/3/21

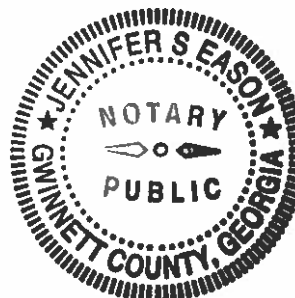


EXHIBIT A
SERVICES AND ADDITIONAL COMPENSATION TERMS

**CITYWIDE
ELECTRICAL SERVICE REPAIR AND MAINTENANCE
TECHNICAL SPECIFICATIONS**

1.0 SCOPE OF SERVICE:

This contract provides for a total comprehensive Electrical Service Repair and Maintenance proponent to provide labor, material and equipment to perform repairs/new installations, for facilities owned and operated by the City of Atlanta on an as need basis twenty-four (24) hours, seven (7) days per week basis.

1.1 SERVICE

Projects shall include, but not limited to adding additional circuits, replacing panels and sub-panels, adding dedicated lines and grounds, and replacing motors up to 25 H.P. As required, the Proponent will be held accountable for all demolition or alteration of existing system; in which case all material and debris shall be cleaned up and removed from site.

1.1.1 The following are representative services, which may be required. This is not an all-inclusive list. Other types of repairs and services may be required.

- a. Installation and removal of breaker boxes;
- b. Installation and removal of circuit breakers;
- c. Wiring for hot water heaters;
- d. Replacement of switches, outlets and wall plates;
- e. Installation of weather hoods;
- f. Repairing of lighting circuits;
- g. Installation of various heater types;
- h. Re-wiring of house-placing wire in conduits;
- i. Work on 120,208,240,277,480,600volt.Single and Three phase services;
- j. The installation, repair of lighting at various heights;
- k. The installation of sustainable devices (i.e. wall mount occupancy sensors, LED exit signs)

1.1.2 The extent and character of the services to be performed by the Proponent shall be subject to the general control and approval of the Director of OEAM or OEAM authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Director of OEAM or authorized representative(s) acting within their authority for the City. OEAM reserves the right to make changes to the contract. Any changes that are made must be approved by the Chief Procurement Officer in writing.

1.2 GENERAL

The proponent shall provide all materials and labor necessary to perform renovations, installation or alteration of electrical systems including power, lighting, fixtures and any and all other components per drawings and specifications of the City.

1.2.1 Proponent shall provide all labor and materials necessary to perform maintenance on or repair electrical systems at all City owned facilities. Including power lighting and any and all electrical related fixtures. Work may be performed on the exterior or interior of buildings.

1.3 LABOR CHARGES

All work shall be scheduled at the convenience of the City as not to interfere with the City's conducting of business. In the event the proponent is required to perform work other than Monday thru Friday from 7:30 a.m. to 5:00 p.m., and emergency call proponent shall charge no more than 1-1/2 times the fixed hourly rate for the individual performing the service.

1.3.1 This rate shall be only charged with prior authorization from an authorized designee of the requesting Department. Man hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of proponent owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. **The City shall accept no bid with a minimum charge stipulated.**

1.3.2 Regular time will be the City's normal business hours, 8:15 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the City.

1.3.3 The proponent will need to factor in travel when developing the annual cost to complete the contract.

1.3.4 Overtime will be work done at times other than normal business hours.

Proponent must have prior verbal and/or written approval to work overtime.

Holiday rates go in effect on the holidays observed by the City.

Currently these holidays are observed by the City Of Atlanta:

New Year's Day.....	January 1 st
Martin Luther King, Jr's Birthday.....	January 15 th
Memorial Day.....	May, Last Monday
Independence Day.....	July 4 th
Labor Day.....	September, First Monday
Veteran's Day.....	November 11 th
Thanksgiving.....	November, Fourth Thursday and Friday
Christmas Day.....	December 25 th

1.3.6 No additional cost (Travel charge) will be allowed for truck mileage.

1.3.7 Service calls will normally be responded to with a < Journeyman Electrician ONLY >. The City must authorize any additional personnel. If additional personnel are necessary, they are to be Apprentices unless the service requires a Master Electrician.

1.3.9 If during the course of work the proponent experiences a conflict with the plans/scope of work and the N.E.C. (National Electrical Code), the proponent shall notify the requesting Departments authorized designee or his representative before proceeding with work.

1.3.10 The proponent shall submit "as built" drawings of all additions and modifications as requested by the requesting Departments authorized designee. Drawings are to be of good and lasting quality as determined by the City authorized designee.

2.0 WORK STANDARDS

All work shall be performed according to the standards of the electrical industry and to the complete satisfaction of the City. All work shall conform to the City and City Building Codes.

2.1 All work performed by the Proponent shall be to a professional standard, complying with requirements of the latest edition of the National Electrical Code, Uniform Building Code, National Fire and Protection Agency, State and Local Building codes.

3.0 MINIMUM QUALIFICATIONS

Proponent shall employ at least one (1) Georgia Licensed Master Electrician, one (1) Licensed Electrician Journeyman, and one (1) Electrician Helper working for said Proponent at least one year prior to submission of bid. Bidders shall provide with their bid resumes and license numbers of all electricians available for this contract. Should the need arise; Proponent shall have sufficient resources to be able to respond to more than one job at a time.

3.1 PROPONENT RESPONSIBILITIES

At their expense, the Proponent shall:

1. Provide competent supervision;
2. Provide competent workers;
3. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence;
4. Perform work without unnecessarily interfering with COA activities or other Proponent(s);

5. The Proponent shall be responsible for all necessary measurements and for the accurate fitting of all work. The Proponent shall be responsible for any damage to the facility or any equipment inside during this contract. Any such damage will be repaired by the Proponent at his/her expense and to the satisfaction of City;
6. The Proponent shall be responsible for any damages to existing, driveways, sidewalks, curbs, gutters, utilities, other public facilities, or to private property caused by the Proponent's operations;
7. The Proponent shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense. Upon completion and before making application for acceptance of the work, the Proponent shall clean the work-area with the work, of all rubbish, temporary structures and equipment;
8. The Proponent shall be responsible for maintaining the work area in such a manner that the City staff may continue to work in the facility;
9. The Proponent shall be responsible (along with City) for the coordination of the operations of all trades, SUBCONTRACTORS, or materials suppliers engaged under this contract Proponent shall be a state registered Class B Proponent. Principal shall be a licensed master electrician. Contractor should possess the ability to conduct electrical testing and submit appropriate documentation, per standards of the National Inspection Council for Electrical Installation Contractors (NICEIC);
10. Contractor should possess the ability to survey control panels and installations and produce documentation including operation and maintenance manuals (O&M) and full CAD drawings, or coordination assistance for the same;
11. Contractor should possess the ability to provide project management for major electrical installations.
12. Contractor should possess the ability to conduct lighting audits, identifying lighting improvements and prepare calculations of potential cost-savings/pay-backs.

3.2 REFERENCES

The references list shall be purchasers/users of the services bid. The contact person shall be someone who has responsibility for the monitoring of the service. References from Georgia are preferred. The proponent shall include, with their bids, a list of at least five (5) current references for whom comparable work has been performed. This list shall include Company Name, Person to Contact, Address, and Telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

3.3 SUBCONTRACTORS

The Proponent shall include a list of all subcontractors with their bid. The City reserves the right to reject the successful bidder's selection of subcontractors. Specialized service beyond the reasonable capabilities of the Proponent may be subcontracted at no additional cost to the City. The Proponent accepts full responsibility for the quality and

timeliness of the subcontracted work and provides an unconditional guarantee of quality of subcontracted work, whether completed on/off-site.

3.4 SAFETY

The proponent and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, and City Safety and any other applicable rules and regulations. Also, the Proponent and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

- 4.1 All buildings, appurtenances and finishing's shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract.
- 4.2 Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor.
- 4.3 The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

5.0 EQUIPMENT

The proponent shall own and have in good repair all equipment necessary to perform the desired services, and the equipment necessary to complete related tasks.

6.0 RESPONSE TIME

The proponent shall respond to regular service calls within one (1) day, or at such an interval or schedule as mutually agreed upon by the proponent and the City. The proponent shall submit estimates for service calls

- 6.1 The proponent shall respond to request for emergency calls within two (2) hours after notification to restore power to the facility. For the purpose of this bid, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential services(s) as determined by the requesting Departments authorized designee or his representative.
- 6.2 The proponent shall provide the City with a twenty-four (24) hour emergency contact phone number.

7.0 PERMITS

It shall be the responsibility of the Proponent to comply with City and City ordinances by securing the necessary permits.

8.0 LICENSE REQUIRMENTS

All bidders doing business with the City are required to be licensed in accordance with the City's Ordinances.

9.0 COST OF MATERIALS:

All jobs quoted for repairs, new service or installs shall have material costs itemized and line item detailed.

9.1 If materials used are purchased from a local electrical supplier's stock, the successful Proponent shall charge the wholesale price as listed in the current copy of the National Price Service, Column 2 or the Column 2 price less the percentage (%) discount offered by the Proponent on the Bid Proposal Form. The National Price Service is a pricing service used by most local suppliers.

9.2 If materials have to be ordered from the manufacturer or are not listed in the National Price Service, the successful Proponent shall charge the manufacturer's suggested wholesale price.

10.0 WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City, may in writing, require the Proponent to remove any employees from work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Proponent from any responsibility regarding defective parts, equipment or service.

11.0 CONDITION OF MATERIALS

All material shall be new (unless approved in writing by the requesting Department's authorized designee or his representative and bear the U.L. listed approval for its installed application.

12.0 ESTIMATES

The proponent shall provide written detailed and itemized "NOT TO EXCEED" estimates on all projects. This estimate shall include the estimated number of hours, number and type of employees required along with their individual labor rate, estimated itemized material cost and completion date. Proponent shall respond to requests for estimates for non-emergency work with two (2) days and provide written estimates within five (5) days of the original request.

12.1 It shall be the proponent's responsibility to ensure they have all information to prepare accurate estimates. Price shall include all labor, supervision, materials, and equipment. Specialty equipment needed shall be itemized individually from other costs

12.2 Work shall only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization actual work shall not exceed the proponents estimate. Unreasonable estimates shall be deemed cause to terminate this contract.

12.2.1 The proponent shall state any discounts to apply. (Discounts must be shown for individual items unless all items have the same percentage of discounts.)

12.2.2 Firm bids are desired; bids that are not subject to any form of escalation will receive favorable consideration during the evaluation of bids. Any bid, which is subject to an open or unlimited escalator clause, may be rejected. The City reserves the right to consider any bid which may be offered subject to an escalator clause, which is based on a nationally recognized index, which permits both upward, and downward escalation.

13.0 REPAIR WORK

Repair work shall be performed at the site unless by the nature of the required repairs it would be necessary to move a component to the Proponent's shop for repair. If unit is to be down for more than twelve hours, the City will be advised and informed of the nature of repairs. The City reserves the rights to outsource services and/or parts if downtime exceeds eight (8) hours, or the vendor is unable to obtain replacement parts/components within eight (8) hours.

14.0 UNSATISFACTORY WORK

In the event the work performance of the proponent is unsatisfactory, the proponent will be notified by the City and given seven-calendar days to correct the work, at no cost to the City.

Section 22 will outline the Contract Performance Reporting and the method that will be used to report on the Proponent's work performance.

15.0 PROTECTION OF PROPERTY

The proponent shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Proponent shall replace or repair the same at not cost to the City. If damage caused by the proponent has to be repaired by the City, the cost of such work shall be deducted from the monies due to the proponent.

The Proponent shall obtain the permission of the using institution's representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Proponent shall be held reasonable for any and all accidents caused by negligence from this source. The using institution does not accept

responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

16.0 WARRANTY

Proponent shall guarantee all work for a minimum period of one (1) year, plus any period specified by a manufacturer beyond a year. The guarantee, including all equipment and workmanship, shall be unconditional/without limitations, and shall become effective upon acceptance of work.

17.0 USE OF BRAND NAMES

Unless otherwise provided in an Invitation to Bid, the name of certain brand make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it convey the general style, type, character, and quality of the article desired; and any article which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive—NOT restrictive—it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered.

18.0 LABOR AND MATERIAL PRICING

Proponent shall give an itemized and detailed labor rate quote for type personnel used along with the labor hours required for each installation and/or repair of electrical parts/and or service or that is not normally covered under the contract. This labor pricing guideline shall be used for repairing damages resulting from negligence, vandalism, fire, acts of God and war, and any other act beyond the control of the Proponent, including retrofitting and installation. For the purposes of this agreement, normal operating hours for the City of Atlanta shall be from 8:15 a.m. until 5:00 p.m., Monday through Friday.

19.0 DELIVERY

Bid must show number of days required to place material in using agency's receiving room or to complete services under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval for late delivery has been obtained from the City.

20.0 CONTRACT PERFORMANCE REPORT

Monthly, quarterly and annual Contractor Performance Reports will be completed by the COA, outlining the overall quality and quantity of services provided by the Contractor. At quarterly intervals, reports will be provided to the Contractor and OEAM's Procurement representative. If

necessary, time will be scheduled to review any deficiencies and develop a plan of action to help Contractor achieve goals.

SPECIFICATIONS

GENERAL REQUIREMENTS:

The Proponent shall furnish all equipment and material, and it shall be commercial quality from a regular product line. Prototype, obsolete and residential quality/grade equipment shall not be specified or installed in any building.

The following information is given to establish system wide standards. Vendors are encouraged to suggest technically equal but less costly alternatives.

CONDUIT:

1. Rigid: Standard I.P.S., hot galvanized threaded steel conduit with smooth interior surface, free of obstructions, zinc coated threads.
2. Thin wall: Electro-galvanized "electrical metallic tubing" of cold rolled steel, electrically welded. Smooth interior surface free of obstructions.
3. Aluminum: Will not be allowed.
4. Flexible: Flexible steel conduit, formed of one continuous length of Electro-galvanized spirally wound steel strip.
5. Liquid Tight Flexible: Flexible steel conduit formed in one continuous length of electro-galvanized spirally wound steel strip, with neoprene jacket.
6. PVC: Schedule 40 CPVC, gray color-coded.

CONDUIT FITTINGS

1. Rigid conduit fittings: Threaded type galvanized malleable iron or heavy steel water and concrete tight. Metallic nylon grounding type insulated bushings with double lock nuts for all connections at cabinets, boxes, and gutters.
2. Thin wall conduit fittings: Compression type galvanized malleable iron or steel rain and concrete type. Connector fittings have nylon-insulated throats. Pressed dimple type and setscrew type will not be allowed.
3. Flexible conduit fittings: Squeeze or screw type, galvanized malleable iron or steel, with nylon insulated throats.
4. Liquid tight flexible conduit fittings: Galvanized malleable iron or steel, liquid tight with neoprene gaskets, "O" ring and retainer, nylon insulated throats.
5. PVC conduit fittings shall be Schedule 40 rated, gray color-coded.

WIRE AND CABLE

All wire and cable to be new, unused, copper conductor. All wire sizes number 12 and larger to be stranded; number 14 and smaller, solid. Minimum size shall be number 12 AWG unless otherwise specified. Wire and cable shall have size, grade of insulation, voltage rating, and and. manufacturers

name permanently and legibly marked on outer covering at two feet intervals. All 4.4.1 NEC grade insulated to 600 volts by ASTM standards, unless otherwise indicated. Color-coding in accordance with current National Electric Code.

- 1 Type THWN/THHN shall be used for panel branch circuits. THHN minimum size number 12 stranded with green colored insulation shall be used for grounding and bonding conductor.

CONNECTORS

Provide UL-listed factory fabricated, solderless metal connectors of sizes, capacity ratings, materials, types, and classes for applications and for services indicated. Use connectors with temperature ratings equal to or greater than those of the wires upon which used.

USE OF CONDUIT AND FITTINGS

Conduit systems shall be used for all wiring, lighting, power, telephone and control, with the exception of direct burial cable, used for high voltage. The minimum size for conduit shall be 3/4 inches. Where specified size is not called for on drawings or in specs, select size required from current NEC standards. Where specified size required by drawings or request are larger than code required; the larger size shall be installed.

1. Conduit system mechanically and electrically continuous from outlet to outlet and to all cabinets, junction boxes, or pull boxes. Conduit shall enter and be secured to all cabinets and boxes in such manner that all parts of the system will have electrical continuity.
2. All conduits are to be concealed, unless otherwise specified or dictated by local codes.
3. Conduit passing through fire rated members to be installed as not to reduce the rating of the fire separation. O.Z. type "fireseal" devices or other means approved by the City or local code ordinances have jurisdiction to be used at all penetrations.
4. Exposed conduit to be routed in parallel lines to building construction. No conduit to be installed loose from any piping installed by other trades.
5. Conduit is to be securely fastened at intervals as follows: Five-foot spacing up through and within three feet of each box, cabinet or fitting. Fasteners: one-hole malleable straps, mineral changers, or split pipe hangers. Multiple runs of conduit uniformly spaced and supported on channels; standard anchorage by self-drilling anchors and bolts, or concrete inserts. Any form of strap iron or wire hangers will not be allowed.
6. Expansion joints for exposed conduit shall consist of a sleeve with fittings to provide for telescoping of one of the conduits into sleeve. Movable conduit fitted with insulated bushing joint.
Weatherproof; made of malleable iron with corrosion resistant covering.
7. Rigid conduit shall only be used when specified.
8. Flexible conduit will be used in the following locations: Connection to cabinet unit, fans, and similar small equipment not exposed to rain or water drip. Connections from junction box to lighting fixtures in accessible ceilings as permitted by code.

minimum, shall be secured to the walls with inserts embedded in the wall, and not less than 1/4 inch - 20 brass machine bolt, with nut and washers.

1. Service entrance equipment
2. Provide service entrance equipment and accessories, as requested by the City of Atlanta Maintenance Department.

CIRCUIT BREAKERS:

Except as otherwise indicated in drawings, provide circuit breakers and auxiliary components, of types, sizes, ratings, and electrical characteristics indicated, which comply to local codes, Facilities Management building standards, and as required for a complete installation. Replacement of circuit breakers shall be like for like breaker or better. Any circuit that is replaced, worked on, added to/ or derived from any Panel shall be labeled.

TRANSFORMERS:

Transformer change-outs will be coordinated through the Facilities Management Department. Proponents are not to provide this service under their own volition.

1. **COVER PLATES:** All exposed decorative cover plates for switches, receptacles or boxes that must be replaced due to damage or any other reason shall be replaced like for like plate.

2. **LIGHT FIXTURES**

Fixtures, if replaced or newly installed, shall be mounted level and uniform.

Furnish all canopy atoms, hangers, structural members and accessories required for proper mounting of light fixtures. Wire all fixtures as specified in drawings or NEC Standards.

Lighting circuits shall be 277 VAC, (if possible) and switched or as directed. Do not switch from circuit breakers.

MOTORS AND MOTOR SWITCHES

1. All motor circuits one HP or greater, shall be 480 volt, 3-phase, 60Hz. (If possible) or as directed.
2. Disconnect switches shall be utilized at all air conditioning, evaporative cooling, kitchen equipment, and other motorized equipment.
3. All motor replacements shall be coordinated through the Facilities Management Department.

HIGH VOLTAGE SYSTEMS

ALL high voltage electrical systems repair and/or service must be coordinated through the City of Atlanta Maintenance Department and with the Proponent.

If electrical power outage is necessary, Proponent shall coordinate this activity through the City of Atlanta Maintenance Department.

CABLE LINES

1. Cable lines underground: Proponent shall excavate underground cable lines to isolate fault. Excavation may require five-foot depth. Repairs/splicing shall not be attempted. Replacement of the entire cable line is the only acceptable procedure. Cable is to be replaced with like cable. Visually inspect enclosure for cleanliness, sign of rodents, and presence of water. Where appropriate, check drains for blockage. All work will be coordinated through the City Of Atlanta.

2. Cable lines aboveground: Inspect overhead distribution system, ensuring that poles, cross arms, insulators, guy wires, braces, lightning protections, etc. are in good condition. Also ensure that trees or other obstructions are not interfering with systems. Cable lines that have been damaged or decayed are to be repaired by hot line crimp-type splicing. Staff of City of Atlanta Maintenance, Supervisor, will inspect work

SWITCH GEAR:

Proponent shall, upon request of Facilities Management, clean switchgear and housing using vacuum and hand wipe procedure only. Lugs, connectors, and disconnects are to be inspected for tightness and electrical continuity after clean up. All connections should be checked for insulation breakdown (i.e. cracking or burning). All switching should be exercised manually to ensure proper and smooth operation. Confirm that proper size fuses are used and adequate spares are on hand. Tighten all switchgear and transformer cable and bus connections; particular attention shall be paid to primary connections. In lieu of physically checking every connection, an Infrared Scan may be performed to identify loose connections.

TRANSFORMERS:

Pad and pole transformers are to have oil removed, filtered, reused and topped off, if this service is found to be necessary by Proponent. All lugs and taps are to be checked for tightness. Coil windings are to be checked for proper output requirements per manufacturer's data.

REPLACEMENT OF:

Circuit breakers, GFI'S, capacitors, and fuses shall be replaced if found to be defective.

TESTING ALL CIRCUITS:

1 Prior to energizing any circuit, test wiring for electrical continuity and for short circuits. Make sure electrical polarity is maintained. Run low voltage tests on switching and electrical device - ensuring compliance with specifications or local codes.

ORIGINAL

ORIGINAL

EXHIBIT A.1 -COST PROPOSAL
CITY WIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES

INSTRUCTIONS:

Please state the **Total Firm Fixed Hourly Rate per position**. These fixed hourly rates must include all expenses (e.g. personnel, administrative, training, quality control, etc.) that will be assumed by the Proponent for electrical repairs on an as needed basis. Price shall include all labor, supervision, materials, and equipment. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of proponent owned or rental equipment is not chargeable directly but is overhead costs and shall be included in the hourly rate. These rates should also be the same for any emergency request made by the City for additional service. An emergency request shall have a rate no more than 1 -1/2 times the fixed hourly rate for the individual performing the service. **The City shall accept no bid with a minimum charge stipulated.**

Additionally, provide a supplemental cost sheet individually itemizing specialty equipment, including all potential project and professional costs not listed below.

Fixed Hourly Rates:

Master Electrician	\$ <u>65.00</u>	Per Hour
Licensed Electrician Journeyman	\$ <u>55.00</u>	Per Hour
Electrician Helper	\$ <u>40.00</u>	Per Hour

I certify that I will honor the above-referenced Firm Fixed Hourly Rates for the duration of the Contract.

Dated the 15 day of June, 20 18.

Corporate Proponent:

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:

Capital City Electrical Services

By: _____

Name: Jerry Wartko

Title: Owner

Jennifer L. Eason

Notary Public (Seal)

My Commission Expires: 4/3/21

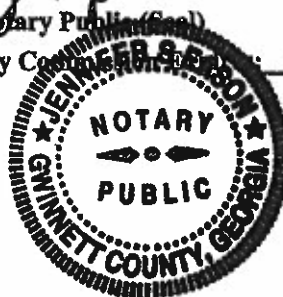


EXHIBIT B
DEFINITIONS

B-1

EXHIBIT B **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Service Provider under this Agreement.

"City Security Policies" means the policies set forth in **Exhibit D**.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Facility" or **"Facilities"** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or **"Parties"** means City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Third Party" means a Person other than the Parties.

EXHIBIT C
AUTHORIZING LEGISLATION

18 - R - 4160

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE, TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT FOR FC-10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES WITH CAPITAL CITY ELECTRICAL SERVICES, LLC., ON BEHALF OF THE DEPARTMENT OF ENTERPRISE ASSETS MANAGEMENT ("DEAM") IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$798,000.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") solicited proposals for FC-10398, Citywide Electrical Services to provide repair and maintenance services for City facilities; and

WHEREAS, after reviewing and evaluating the proposals, the Director of Facilities Maintenance recommends awarding to the most responsive and responsible offeror, FC-10389, Citywide Electrical Services with Capital City Electrical Services, LLC., for an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and No Cents (\$798,000.00); and

WHEREAS, the initial term of the Contract will be for a period of three (3) years with two (2), one (1) year renewal options to be exercised at the sole discretion of the City; and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by the successful offeror have been processed in accordance with Section 2-1214 of the Procurement Code and that award of the contract is appropriate; and

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute FC-10389, Citywide Electrical Services with Capital City Electrical Services, LLC on behalf of DEAM in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and No Cents (\$798,000.00).

BE IT FURTHER RESOLVED, the initial term of the Contract will be for a period of three (3) years with two (2), one (1) year renewal options to be exercised at the sole discretion of the City.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from **Department of Enterprise Assets Management** -1001 (General Fund) 040402 (EXE Facility Maintenance-City Hall) 5212001 (Consulting/Professional) 1565000 (Gen Gov.- Bldgs./ & Plant)- \$200,000.00; **Department of Parks and Recreation**- 1001 (General Fund) 140201 (PRC Parks Administration) 5212001 (Consulting/Professional) 6210000 (Park Administration)- \$300,000.00, 1001 (General Fund) 140301 (PRC Recreation Administration) 5212001 (Consulting/Professional) 6110000 (Culture/Recreation Administration)-\$50,000.00; **Department of Corrections**- 1001 (General Fund) 090307 (Corrections Facility Maintenance) 5222001 (Repair & Maintenance-Buildings)3420000 (Adult Correctional Institute)-\$18,000.00; **Department of Aviation**- 5501 (Airport Revenue Fund) 180303 (DOA Aviation Maintenance)

5222001 (Repair & Maintenance-Buildings)3420000 (Adult Correctional Institute)-\$18,000.00;
Department of Aviation- 5501 (Airport Revenue Fund) 180303 (DOA Aviation Maintenance)
5212001 (Consulting/Professional) 7563000 (Airport)- \$80,000.00; **Department of Public**
Works- 5401 (Solid Waste Services Revenue) 130501 (DPA Solid Waste Admin) 5222001
(Repair and Maintenance Buildings) 4510000 (Solid Waste Administration)-\$50,000.00; **Atlanta**
Police Department- 1001 (General Fund) 240202 (APD Police Stations & Buildings) 5222001
(Repair and Maintenance-Bldg.) 3260000 (Police Stations and Build)- \$100,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the Contract for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Contract will not become binding upon the City, and the City will incur no liability under it until the Contracts are executed by the Mayor, attested by the Municipal Clerk, approved by the City Attorney as to form and delivered to the Contractors.

A true copy,

Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

OCT 01, 2018
OCT 10, 2018

EXHIBIT D
CITY SECURITY POLICIES

D-1

SECTION 00001

PART 1 – GENERAL

SCOPE

- A. The Contractor shall be responsible for conducting all work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public.
- B. All Construction shall be conducted in accordance with the latest applicable requirements for part 1926 of the Occupational Safety and Health Regulations for Construction, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the work and the precautions necessary to conduct the work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes and facilities at the treatment plant or jobsite, it shall be the Contractor's responsibility to determine such information prior to beginning the work.

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. All barricades must the Manual of Uniform Traffic Control Devices (MUTCD) Standards.
- B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage. The Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall no cease until the project has been accepted by the owner.

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

The work under this section includes, but is not necessarily limited to the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 STORAGE AND PROTECTION

A. STORAGE

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the city representative.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the city.
3. Packaged material shall be delivered in original unopened containers and so stored until ready for use.
4. All material shall meet the requirements of these specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

B. PROTECTION

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed foreign material and damage by water, breakage, vandalism or other causes.
2. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.
3. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the city representative and at no additional cost to the owner.

4. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending shall be stored with one end elevated to facilitate drainage.
5. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps, e.g., have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner.

STANDARD OPERATING PROCEDURES DEVELOPMENT

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

- A. The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed work, and shall abide by the requirements of all governmental agencies having jurisdiction over the work or Contractor's project operations.
- B. The Contractor shall protect all work including but not limited to excavation and trenches, from rain water, surface water and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures and equipment necessary to protect and keep the work free of water. Completed work and stored products shall be suitably protected during unseasonable weather to allow work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather conditions.
- C. Any area used or involved in the project that is disturbed by the Contractor, shall be restored to the original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY'S SECURITY REQUIREMENTS

- A. Contractor must comply with City's security requirements for all job sites and DPCD facilities. The City shall provide copies to the Contractor.
- B. Contractor must cooperate with City on all security matters and must promptly comply with any project security arrangements established by the City.
- C. It is the Contractor's obligations to comply with all applicable governmental requirements and regulations and to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

1.02 SECURITY PROGRAM

- A. The Contractor shall comply with the site security program at all times on City facilities.
- B. The Contractor shall maintain the security program throughout the Contract duration.
- C. The Contractor and his subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.
- D. The Contractor shall provide the owner with a list of 24-hour emergency phone numbers including chain of command.

1.03 ENTRY CONTROL

- A. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.
- B. The Contractor shall allow entry only to authorized persons with proper City-approved identification.

All Contractors/Subcontractors will be required to have their personnel working at these facilities photographed for an I.D. badge before they start work.

- C. The Contractor shall maintain a current Employee Log of employees performing work on site and a Visitor Log and make the log available to the City upon request. This log shall be available to the Owner upon request and submitted to the Owner

as necessary.

- D. The Contractor shall require all employees performing activities on site to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.
- E. The City has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the safety, security, or conduct rules as outlined.

1.04 BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights, danger signals and other precautionary measures for the protection of persons or property and of the work as necessary.
- B. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting adequate barricades, signs, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense.
- C. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the City has been accepted in writing the Project.

1.05 RESTRICTIONS

The Contractor shall not allow cameras on site or photographs taken except with approval of the City.

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.

- 1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position. Record of satisfactory drug/alcohol testing for two years will be provided for those contractor employees with CDL. Proof of citizenship or work status will be provided for each contract employee.

2. Security Education and Awareness training applicable to the job.
3. SOPs for safeguarding City equipment, supplies and property.
4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
5. Established process for identification of employees PFD including location. Emergency notification procedures.
6. If applicable, procedures for entry permits and badges. Procedures for returning badges upon termination of employment.
7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
8. Emergency evacuation procedures including accounting for employees at a safe haven.
9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or DPCD project manager.
10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.

B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:

1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
2. Generally address safe work procedures for the activities within the Contractor's scope of work.
3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.
4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.
5. Include provisions to protect all of the Contractor's employees, other persons and organizations that may be affected by the work from injury, damage or loss.

6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.
 7. Include a site-specific emergency action and evacuation plan.
 8. Include Hazard Communication/Right To Know Program.
 9. Include security procedures for the Contractor's work, tools, and equipment.
 10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.
 11. Address any other contract specific requirement, including the requirements of Section 01011, Unique Requirements of these specifications.
- C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
 - D. Review of the Contractor's Safety Plan by the City shall not impose any duty or responsibility upon the City for the Contractor's performance of the work in a safe manner.
 - E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.
 - F. The Contractor shall provide the City with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan as requested.

1.07 PROJECT SAFETY COORDINATOR

- A. The Contractor shall be responsible for the safety of the Contractor's and Engineer's employees, the City's personnel and all other personnel at the site of the work caused by their operations.
- B. If applicable, the Contractor shall have a Project Safety Coordinator, as required under GC-18, Paragraph F.
- C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

- A. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by Contractor's employees are turned in to the appropriate Facilities Manager.
- B. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- C. Should the Contractor dismiss employees who have been given access to City facilities while the contract is in force, the Contractor will advise the City Security office.
- D. The City may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
 - 1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.
 - 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
 - 3. Theft, vandalism, immoral conduct of any other criminal action.
 - 4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.
 - 5. Vehicle accident while on City property or driving City equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive City equipment on City property if driving privileges have been withdrawn by the State of residence.
- E. All employees shall be required to sign in and out on a designated log sheet. All employees shall be required to sign in and out on a designated log sheet.
- F. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, appropriate photo I. D. badges to be furnished by the Contractor and approved by the City.
- G. Prior to the beginning of each workday, the Contractor shall file with the Department Security representative a list of all employees to be used at the work site. Employee names will be checked using this list and a State or Contractor issued photo I. D. card at the entry gates. Employees not named on the list or without appropriate identification will not be allowed entry.

- H. No one under age sixteen is permitted on the premises after normal working hours. Contractor's employees are allowed on premises only during the specified hours and only when working on this contract. No Contractor employee will be allowed on the premises when not specifically working on this contract at predetermined times and dates.

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

- A. All employees and agents of the Contractor must adhere to and abide by the contract documents and project rules.
- B. By Signing this Employee Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

I further acknowledge that I have been briefed on specific hazards, hazardous substances that are on-site and the site emergency action procedure.

C. **PROHIBITED ACTIVITIES:**

1. Unauthorized removal or theft of City property
2. Violation of safety or security rules or procedures
3. Possession of firearms or lethal weapons on jobsite
4. Acts of sabotage
5. Destruction or defacing City property
6. Failure to use sanitary facilities
7. Failure to report accidents or job related injuries
8. Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
9. Wearing shorts or tennis shoes on the jobsite
10. Failure to wear a hardhat/safety glasses as required by law.
11. Gambling at any time on the project
12. Fighting, threatening behavior, or engaging in horseplay on the project
13. Smoking in unauthorized areas on the project
14. Open fire cooking or making unauthorized fires on project property
15. Selling items or raffles without authorization
16. Use of unauthorized cameras on the project
17. Use of radio or television in the construction area
18. Failure to park personal vehicle in authorized parking area
19. Failure to wear designated identification [Site Specific]
20. Failure to use designated gates
21. Use or storage of unauthorized chemicals or substances on site.

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

(END OF SECTION)

EXHIBIT E
DISPUTE RESOLUTION

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Consultant contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

3. If a dispute or disagreement cannot be resolved informally Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Keisha Lance Bottoms
Mayor

SUITE 5100
68 MITCHELL STREET
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

May 18, 2018

RE: FC-10398 – Citywide Electrical Repair and Maintenance

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for SBE participation for this project and the SBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

TABLE OF CONTENTS

Policy Statement	1
Implementation of SBO Policy	2
Determination of Non-discrimination During Bid Process	2
OCC Review of Bidder Submissions.....	3
Equal Business Opportunity Program Bid.RFP Submittals.....	4
Monitoring of SBO Policy	4
Implementation of EEO Policy	4
Monitoring of EEO Policy	4
Small Business Opportunity SBE Goals for This Project.....	5
Small Business Opportunity Program Reminders	6
Covenant of Non-discrimination (SBO-1).....	7
SBO Subcontractor Contact Form (SBO-2)	8-9
SBO Subcontractor Utilization Plan (SBO-3)	10
Letter of Intent	11-12
Termination/Substitution Form.....	13
WorkSource Atlanta Determination of Applicability	14

CITY OF ATLANTA
SMALL BUSINESS OPPORTUNITY PROGRAM
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis size as it relates to revenue and number of employees. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed its' various diversity inclusion programs. The purpose of the Small Business Opportunity Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting Small Business Enterprises (SBEs) to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources.

It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of these programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including firms that are Small Business Enterprises themselves must comply with the City of Atlanta's SBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of SBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as subcontractors and/or suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit SBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business, certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an SBE, the SBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an SBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

(a) **Receipt of Complaint of Discrimination in the Bid Process**

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) **Determination of Violation of SBO Process**

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) **Office of Contract Compliance Determination of Non-Compliance**

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Small Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring of SBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

Equal Business Opportunity SBE GOALS for this Project

Project No.: FC-10398 – Citywide Electrical Repair and Maintenance

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

238210 Electrical Contractors

The above referenced dominant NAICS code(s) was/were used for the purposes of calculating the appropriate participation goal(s). However, COA certified SBE Prime proponents responding to this solicitation may consider any COA certified SBE firm(s) that perform a commercially useful function in the execution of the project to be eligible for participation credit.

The availability of certified SBE firms for the procurement categories in the various scopes associated with this project is:

35% SBE

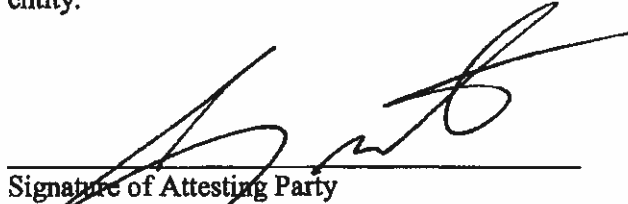
Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. **Certification.** It is the prime contractor's responsibility to verify that all SBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
4. **SBO/EBO Ordinance.** The SBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <http://atlanta.prismcompliance.com/DirectRequest.ashx?t=100&j=jggizwSWWYnRk55uW%2Bijonkgm04tizEb>. You may search by "Industry" for a list of firms in that category or search for a specific company under "Company Name". You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBO-2 and SBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.



Signature of Attesting Party



Owner/CEO
Title of Attesting Party

On this 15 day of June, 20 18, before me appeared Jerry Wartko, the person who signed the above covenant in my presence.



Notary Public

Seal



FORM SBO-1

List all subcontractors or suppliers (SBE and Non-SBE Certified) that were contacted regarding this project.

[illegible]

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Ethnicity of SBE Business Ownership (see code below)	SBE Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (M/FBE and DBE Certifications Will NOT Suffice for This Procurement)

Company Name: Capital City Electrical Services, LLC. Project Name: Repair & Maintenance Services FC#: 10398

Printed Signature: [Signature] Date: 6/15/18

SMALL BUSINESS OPPORTUNITY - JB CONTRACTOR PROJECT PLAN
SUB CONTRACTOR/SUPPLIER UTILIZATION

List all Majority, SBE Certified, and Non-SBE Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NAICS Code	Type of Work to be Performed	Ethnicity of SBE Ownership (see code below)	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Mid-State Electric	Airmis Thomas 6812 Louis Dr. Locust Grove, GA 30243 (678) 478-0864		238210	electrical contractor	AABE			35%

Total SBE% 35

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (M/FBE and DBE Certifications Will NOT Suffice for This Procurement)

City Wide Electrical Repair

Proponent's Company Name: Capital City Electrical Services, LLC. Project Name: 4 Maintenance Services FC#: 10398

Proponent's Contact Number: 770-821-6099 Printed Signature: [Signature] Date: 6/15/18

SBO-3

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# 10398

Proponent

Name: Capital City Electrical Services, LLC.
Address: 1346 Oakbrook Dr. #170A
City: Norcross State: GA Zip: 30093

Subcontracting Firm:

Firm Name: Mid-State Electric
Address: 6812 Lewis Dr.
City: Lowest Grove State: GA Zip: 30248

Sub firm Contact Person:

Name: Airmis Thomas Phone: (678) 478-0854

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: 2018-23-060

Work Item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
	<u>electrical services</u>		<u>35%</u>
TOTAL Diversity% Credit Claimed for this Contractor			<u>35%</u>

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above.
The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: 35 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Airmis Thomas Owner
(Print name) (Title)
[Signature] 6/15/18
(Signature) (Date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**DIVERSITY FIRM TERMINATION/SUBSTITUTION
ACKNOWLEDGEMENT FORM**

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
 - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (i); and
 - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
 - (i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract;
 - (ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (vi) [OCC] has determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
 - (vi) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (vii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
 - (viii) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;
 - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ACDBE] or non-DBE/[ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime:

Capital City Electrical Services LLC.

Contract

No.:

Signature:

Name:

Jerry Wartko

Title:

owner / CEO

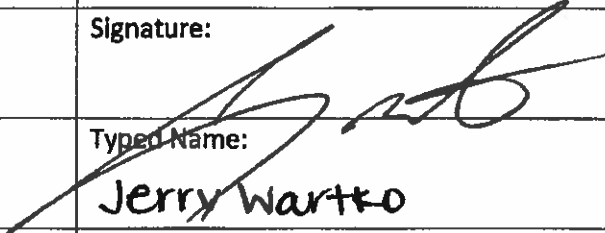
Date:

6/15/18

CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name: Capital City Electrical Services, LLC.
Signature:	Signature: 
Typed Name:	Typed Name: Jerry Wartko
Title:	Title: Owner
Date:	Date: 6/15/18

APPENDIX B: INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-10398 City Wide Electrical Services

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,**

- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement:

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**

Bodily Injury by Accident/Disease **\$1,000,000 each employee**

Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the contract value** and for the duration of the task order.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

End of Document



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Tabb Insurance Agency 2435 Wall Street Suite 102 Conyers, GA 30013	CONTACT NAME: Crystal Pulliam		
	PHONE (A/C No. Ext): (770) 483-1800 x 23	FAX (A/C No.): (770) 785-4185	
	E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com		
INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Donegal Mutual Insurance Company		13692
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CPP8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	CA8940775	10/24/2018	10/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$	Y	Y	CXS8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC8940775	10/24/2018	10/24/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPP8940775	10/24/2018	10/24/2019	\$500 Deductible
A	Business Personal Property			CPP8940775	10/24/2018	10/24/2019	\$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Special Procurement (SP-#10645-PL) .Emergency Backup Generator for Renew Atlanta
City of Atlanta as its interest may appear is Additional Insured regarding General Liability on a Primary and Non-Contributory basis per form CGD 90 36 05 15
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATION - AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT with Waiver of Subrogation per form CGD 09 06 07 15 SILVER SERIES PLUS PREFERRED GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT. City of Atlanta is Additional Insured regarding Automobile Liability per form CA 20 48 02 99 DESIGNATED
INSURED. Waiver of Subrogation in favor of City of Atlanta applies to Automobile Liability per form CAD 09 04 05 08 SILVER...

CERTIFICATE HOLDER

Email: PLOWE@AtlantaGa.Gov

City of Atlanta
Enterprise Risk Management
68 Mitchell Street, Suite 9100
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CA16071015350992

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY The Tabb Insurance Agency		NAMED INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE 13692		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: _____

SERIES PLUS BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT and Workers Compensation per form WC 00 03 13 (4-84) WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT. Umbrella follows form per CUD 90 05 03 06 CONTRACTOR'S LIABILITY FOLLOWING. 30 Day Notice of Cancellation to Certificate Holder per form ILD 90 07 03 11 NOTICE OF CANCELLATION TO OTHERS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Tabb Insurance Agency 2435 Wall Street Suite 102 Conyers, GA 30013	CONTACT NAME: Crystal Pulliam		
	PHONE (A/C, No, Ext): (770) 483-1800 x 23 FAX (A/C, No): (770) 785-4185 E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com		
INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Donegal Mutual Insurance Company		13692
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

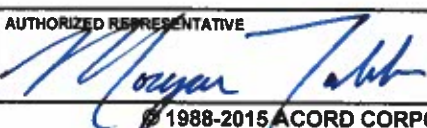
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	Y	Y			CPP8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y			CA8940775	10/24/2018	10/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y			CXS8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A			WC8940775	10/24/2018	10/24/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment					CPP8940775	10/24/2018	10/24/2019	\$500 Deductible \$250,000
A	Business Personal Property					CPP8940775	10/24/2018	10/24/2019	\$1,000 Deductible \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Special Procurement (SP-#10645-PL) Emergency Backup Generator for Renew Atlanta
City of Atlanta as its interest may appear is Additional Insured regarding General Liability on a Primary and Non-Contributory basis per form CGD 90 36 05 15
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATION - AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT with Waiver of Subrogation per form CGD 09 06 07 15 SILVER SERIES PLUS PREFERRED GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT. City of Atlanta is Additional Insured regarding Automobile Liability per form CA 20 48 02 99 DESIGNATED
INSURED. Waiver of Subrogation in favor of City of Atlanta applies to Automobile Liability per form CAD 09 04 05 08 SILVER...

CERTIFICATE HOLDER Email: PLowes@AtlantaGa.Gov City of Atlanta Enterprise Risk Management 68 Mitchell Street, Suite 9100 Atlanta, GA 30303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 3 of 8)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
- (a) directly or indirectly, had a business relationship with the City?
- | | | |
|--|-------------------------------------|--------------------------|
| | YES | NO |
| | ☒ | ☐ |
- (b) directly or indirectly, received revenues from the City?
- | | | |
|--|-------------------------------------|--------------------------|
| | YES | NO |
| | ☒ | ☐ |
- (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?
- | | | |
|--|-------------------------------------|--------------------------|
| | YES | NO |
| | ☒ | ☐ |
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer) been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below. [Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:
- (a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
- (b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
-
-
-

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 4 of 8)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality. Details of the Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each Respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 5 of 8)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 6 of 8)

h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract; and

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 7 of 8)

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure and Declaration Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ **(name) this** ____ **day of** _____, 20__.

Notary Public of _____ **(state)**

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

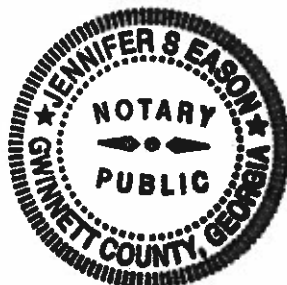
Printed Name of Entity or Partnership: Capital City Electrical Services, LLC.

Signature of authorized representative: _____

Title: owner/CEO

Date: 6/15, 20 18

Subscribed and sworn to or affirmed by Jennifer S Eason **(name), as the**
Account Manager **(title) of** Capital City Electrical **(entity or partnership name)**
this 15 **day of** June, 20 18.



Jennifer S Eason
Notary Public of Georgia **(state)**
My commission expires: 4/3/2021

Required Submittal FORM 6

Proponent Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER
Jerry Wartto	owner/CEO	1346 Oakbrook Dr. Stc. 170A Norcross, GA 30093	770-821-6099		Warttoj@cclect.com
Jenni Eason	Account Manager	1346 Oakbrook Dr. Stc. 170A Norcross, GA 30093	770-821-6099	678-410-4854	jennifere@cclect.com

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

CAPITAL CITY

ELECTRICAL SERVICES LLC
RESUME COMMENTS

Capital City Electrical Services, Inc. understands the City's desire to know the personnel who will be utilized on this contract. However, other than the two main positions of President and the Sales Manager who represent the Relationship/Account Manager positions it is difficult to specifically name the persons who will absolutely be used to service this account.

Due to the complexity and potential size of the contract work, the field and logistical support team is another matter. Given that Capital City has multiple positions of Dispatcher, Billing Assistant, Master Electricians, Journeymen and Helpers. Additionally, and beyond the requirements of the contract documents, we would also have the involvement of a Sales Coordinator and Customer Service Rep to assist in the administration of the contract.

For these reasons we have not included specific resumes or work histories of individuals since it would be too burdensome and frankly limiting to the level of service and care we would apply to the account.

Suffice to say that Capital City is more than capable of providing the level of expertise necessary to meet and exceed the confidence level the City needs at any time the City might request that information. Therefore, in our view, and anticipating the City's understanding, limiting our personnel utilized for this contract to a few specific individuals would be a disservice to the City and be more disruptive than helpful.

A CONSTANT CURRENT OF EXCELLENCE

1348 Oakbrook Drive Suite 170A Norcross, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM

Jerry Wartko – Resume

4955 Avalon Ridge Pkwy, Ste. 100, Norcross, GA. 30071
770-449-0200

Summary

Experienced President and General Manager of three major Electrical firms in the U.S. Knowledgeable of all facets of business operations including P&L, Human Resources, Sales and Service Operations Management

- Over thirty years of experience in the commercial and industrial segment of the electrical industry
- Designed and built projects for the petrochemical and Natural gas industry for over fifteen years
- Fifteen years of design build experience that was performed in Houston, TX and fifteen years in Atlanta, GA.
- Worked in Class1 Div1 locations for Exxon USA, Cowboy Pipeline, Calgon, Shell Oil

Work Experience

Present Position: President and CEO of Capital City Electrical Services, Inc.
since 2006

Previous Work Experience: General Manager, LMI Electrical, Atlanta, GA.

Various Positions, McBride Electric, Houston, TX

MAJOR PROJECTS COMPLETED:

Class 1 Div. 1

Luberzal USA Peachtree City GA

Installation of a 5 story tower for chemical mixing process. Class 1 Div.1 installation.

Gwinnett Co Landfill

Installation of control wiring for flares to burn methane gas on landfills
Class 1 Div.1 installation

Calgon

Ongoing contract at the petrochemical plant. Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX. All work Class1 Div.1 (design build)

RESUME

Jerry Wartko – Resume (cont.)

RESUME

Exxon USA

Ongoing contract at the petrochemical plant and Fuel Dispensing Stations.
Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX.
All work Class1 Div.1 (design build)

Shell Oil

Ongoing contract at the petrochemical plant and Fuel Dispensing Stations.
Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX.
All work Class1 Div.1 (design build)

Cowboy Pipeline

Installation of flow meters, valve controls, leak detection, high and low
pressure switches etc. for natural gas pipelines throughout Houston TX. All
Class1 Div1 installation (design build)

Gatex

Wiring of Natural Gas metering skids. Skids were designed for metering the
amount of gas loaded on a ship from the tank farm or from the pipeline. All
Class1 Div.1

Lynchburg Shipyard

Wiring of ocean going barges. Wiring for welding as well as fuel pumping.
Pasadena TX Class1 Div1 installation (design build)

Gaylord Containers

Installation of wiring for pump and controls for chemical to make plastic
drums. Atlanta GA
Class1 Div.2

Clorox

Wiring of motors and controls for Chlorine processing equipment
Class1 Div2
Atlanta GA & Houston TX

EDUCATION:

Norwalk State Tech. EE
Independent Electrical Contractors

ACCREDITATION:

Master Electrician
Senior Estimator Design/Build
Lighting Specialist GE and Cooper Lighting School
OSHA Certified

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following Addenda for FC-10398;
City Wide Electrical Repair and Maintenance Services:

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the 15 day of June, 2018.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

Capital City Electrical Services, LLC.

By: _____

Print Name: Jerry Wartko

Title: owner

Jennifer S Eason

Notary Public (Seal)

My Commission Expires: 4/3/21





CAPITAL CITY



ELECTRICAL SERVICES LLC

MANAGEMENT PLAN

Capital City Electrical Services, LLC. has an established and well-earned reputation as a high quality, customer-friendly and organized electrical services company. Specializing in direct end-user relationships in both demand electrical services work and design build projects has given us the experience to provide what's really needed to properly service customers.

As a result, we have developed a management system that lends itself well to fulfilling the needs of large governmental entities such as the City of Atlanta. It is centered on the following prime guiding principles and beliefs:

- Quality and professional leadership of the organization
- Regular management involvement with the customer to ensure quality communications
- Second and Third tier responsibilities to ensure details are not missed
- Assigned responsibilities to specific logistics personnel
- An established customer problem response process to quickly resolve issues that arise
- Well –educated and credentialed field workforce in company vehicles and uniforms

The above points, coupled with a diverse and adequate field workforce, the front-end coordination and customer interaction policy results in quality and mutually satisfactory business relationships with our clients.

A CONSTANT CURRENT OF EXCELLENCE

1346 Oakbrook Drive Suite 170A, NORCROSS, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM



CAPITAL CITY



ELECTRICAL SERVICES LLC

For purposes of this contract, a senior level employee, the Sales Manager, and one of his direct reports will be an upper level contact and coordination team for the overall performance of the contract and resolution of all issues that may arise.

We are currently applying those company guidelines very successfully in formal service contracts with clients such as Fulton County Schools, Cobb County Water Management, Cobb County General Services, Hall County and others. Additionally, we have contracts and do work with City of Atlanta Schools and Parks & Recreation.

Operationally, when a contract customer calls in a work order the work will be scheduled as soon as possible by the Service Dispatchers. Depending on the severity of the problem, we will elevate its status accordingly and respond appropriately. Additionally, Capital City has electricians on call 24/7 to respond to emergencies during off-hours.

Service calls are followed up on a frequent basis by our customer service reps who contact the customer after work is completed to assess the customer's satisfaction level, uncover problems or concerns and, if necessary, initiate corrective actions through the proper channels within Capital City, progressing, if needed, all the way to the CEO level for resolution.

A CONSTANT CURRENT OF EXCELLENCE

1346 Oakbrook Drive Suite 170A, NORCROSS, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 04/24/2018 10:57:05

BUSINESS INFORMATION

BUSINESS NAME : CAPITAL CITY ELECTRICAL SERVICES, LLC

CONTROL NUMBER : 0604645

BUSINESS TYPE : Domestic Limited Liability Company

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4955 AVALON RIDGE PARKWAY, SUITE 100, NORCROSS, GA, 30071, USA

REGISTERED AGENT NAME : Jeff Forrestall

REGISTERED OFFICE ADDRESS : 5328 Lanier Islands Parkway, Suite 201, Hall, Buford, GA, 30518, USA

OFFICES TO WHICH BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4955 AVALON RIDGE PARKWAY, SUITE 100, NORCROSS, GA, 30071, USA

REGISTERED AGENT NAME : Jeff Forrestall

REGISTERED OFFICE ADDRESS : 5328 Lanier Islands Parkway, Suite 201, Hall, Buford, GA, 30518, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Jenni Eason

AUTHORIZER TITLE : Organizer

Date: 11-8-2016

RECEIVED
SECRETARY OF STATE
INTAKE DIVISION

2016 DEC -6 PM 2:26

ARTICLES OF ORGANIZATION

OF

Capital City Electrical Services, LLC

Under Section 14-11-204 of the Georgia Limited Liability Company Act

1. The name of the limited liability company is Capital City Electrical Services, LLC.
 2. The management of the limited liability company shall be vested in one or more managers.
- Executed this 8th day of November, 2016.

Capital City Electrical Services, Inc.

By: /s/ Jerry G. Wartko
Jerry G. Wartko, Organizer

By: /s/ John T. Rausch
John T. Rausch, Organizer



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	CAPITAL CITY ELECTRICAL SERVICES, LLC	Control Number:	0604645
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	1346 OAKBROOK DRIVE, SUITE 170A, NORCROSS, GA, 30093, USA	Date of Formation / Registration Date:	1/10/2006
State of Formation:	Georgia	Last Annual Registration Year:	2018

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jeff Forrestall**
Physical Address: **5328 Lanier Islands Parkway, Suite 201, Buford, GA, 30518, USA**
County: **Hall**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

CAPITAL CITY ELECTRICAL SERVICES, LLC

a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 14696953
Date Inc/Auth/Filed	: 01/10/2006
Jurisdiction	: Georgia
Print Date	: 06/08/2017
Form Number	: 211



B. P. Kemp

Brian P. Kemp
Secretary of State

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF CONVERSION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that articles of conversion have been filed on 12/6/2016 converting

CAPITAL CITY ELECTRICAL SERVICES, INC.
a Domestic Profit Corporation
to

CAPITAL CITY ELECTRICAL SERVICES, LLC
a Domestic Limited Liability Company

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid.

WITNESS my hand and official seal in the City of
Atlanta and the State of Georgia on 12/08/2016



B. P. Kemp
Brian P. Kemp
Secretary of State

Date: 11-8-2016

**CERTIFICATE OF CONVERSION
OF A CORPORATION
TO A LIMITED LIABILITY COMPANY**

The following corporation hereby elects to convert to a limited liability company pursuant to the provisions of Section 14-11-212 of the Official Code of Georgia Annotated and Section 14-2-1109.1 of the Official Code of Georgia Annotated, as amended, by filing this Certificate of Conversion and the attached articles of organization.

1. The name of the corporation making the election to become a limited liability company is Capital City Electrical Services, Inc., a Georgia corporation.
2. Capital City Electrical Services, Inc., elects to become a Georgia limited liability company under the name: Capital City Electrical Services, LLC.
3. The election by Capital City Electrical Services, Inc. to become a limited liability company shall be effective when this certificate of conversion filed by the Georgia Secretary of State.
4. The election of Capital City Electrical Services, Inc. to become a limited liability company has been approved by the Board of Directors and shareholders of Capital City Electrical Services, Inc. as required by Section 14-2-1109.1 of the Official Code of Georgia Annotated.
5. Filed with this Certificate of Conversion are articles of organization in the form required by Section 14-11-204 of the Official Code of Georgia Annotated, that set forth a name for the limited liability company that satisfies the requirements of Section 14-11-207 of the Official Code of Georgia Annotated, and that shall be the articles of organization of the limited liability company formed pursuant to this election unless or until modified in accordance with the Georgia Limited Liability Company Act.
6. The shareholders of Capital City Electrical Services, Inc. shall receive one membership unit in Capital City Electrical Services, LLC for each share of capital stock of Capital City Electrical Services, Inc. owned by the shareholders.

{Remainder of Page Intentionally Left Blank}

Date: 11-8-2016

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SECRETARY OF STATE
INTAKE DIVISION

2016 DEC -6 PM 4:25

Capital City Electrical Services, Inc.

By: /s/ Jerry G. Wartko

Jerry G. Wartko
CEO

By: /s/ John T. Rausch

John T. Rausch
CFO

By: /s/ Greg A. Green

Greg A. Green
Secretary

By: /s/ Gary E. Haley

Gary E. Haley
Vice President

By: /s/ Michael Hendrickson

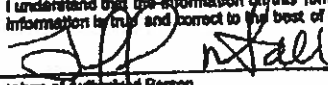
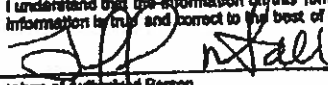
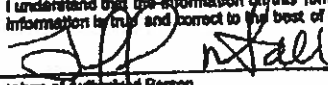
Michael Hendrickson
Vice President



Brian P. Kemp
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 858-2817
sos.ga.gov

TRANSMITTAL INFORMATION FORM
GEORGIA LIMITED LIABILITY COMPANY

IMPORTANT: Please provide the entity's primary email address when completing this form.																							
Primary Email Address: <u>wartkoj@ccelect.com</u>																							
NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM																							
1. LLC Name Reservation Number (If one has been obtained; if articles are being filed without prior reservation, leave this line blank.) Capital City Electrical Services, LLC LLC Name (List exactly as it appears in articles.)																							
2. Jeff Forrestall, CPA Name of Person Filing Articles of Organization (Certificate will be emailed to this person at address listed below.) <table border="0"><tr><td>5328 LANIER ISLANDS PARKWAY, STE. 201</td><td>BUFORD</td><td>GA</td><td>30518</td></tr><tr><td>Address</td><td>City</td><td>State</td><td>Zip Code</td></tr><tr><td colspan="2">jeff@forrestallcpas.com</td><td colspan="2">770-945-8328</td></tr><tr><td colspan="2">Filer's Email Address</td><td colspan="2">Telephone Number</td></tr></table>				5328 LANIER ISLANDS PARKWAY, STE. 201	BUFORD	GA	30518	Address	City	State	Zip Code	jeff@forrestallcpas.com		770-945-8328		Filer's Email Address		Telephone Number					
5328 LANIER ISLANDS PARKWAY, STE. 201	BUFORD	GA	30518																				
Address	City	State	Zip Code																				
jeff@forrestallcpas.com		770-945-8328																					
Filer's Email Address		Telephone Number																					
3. 4955 AVALON RIDGE PARKWAY Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box.) <table border="0"><tr><td>NORCROSS</td><td>GA</td><td>30071</td></tr><tr><td>City</td><td>State</td><td>Zip Code</td></tr></table>				NORCROSS	GA	30071	City	State	Zip Code														
NORCROSS	GA	30071																					
City	State	Zip Code																					
4. JEFF FORRESTALL, CPA Name of Registered Agent in Georgia 5328 LANIER ISLANDS PARKWAY, STE 201 Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.) <table border="0"><tr><td>BUFORD</td><td>HALL</td><td>GA</td><td>30518</td></tr><tr><td>City</td><td>County</td><td>State</td><td>Zip Code</td></tr><tr><td colspan="4">jeff@forrestallcpas.com</td></tr><tr><td colspan="4">Registered Agent's Email Address</td></tr></table>				BUFORD	HALL	GA	30518	City	County	State	Zip Code	jeff@forrestallcpas.com				Registered Agent's Email Address							
BUFORD	HALL	GA	30518																				
City	County	State	Zip Code																				
jeff@forrestallcpas.com																							
Registered Agent's Email Address																							
5. Name and Address of Each Organizer (Attach additional sheets if necessary.) <table border="0"><tr><td>JERRY G. WARTKO</td><td>4579 WINGFIELD WAY</td><td>FLOWERY BRANCH</td><td>GA</td><td>30542</td></tr><tr><td>Organizer</td><td>Address</td><td>City</td><td>State</td><td>Zip Code</td></tr><tr><td>JOHN T. RAUSCH</td><td>110 PINE MIST CIRCLE</td><td>ALPHARETTA</td><td>GA</td><td>30022</td></tr><tr><td>Organizer</td><td>Address</td><td>City</td><td>State</td><td>Zip Code</td></tr></table>				JERRY G. WARTKO	4579 WINGFIELD WAY	FLOWERY BRANCH	GA	30542	Organizer	Address	City	State	Zip Code	JOHN T. RAUSCH	110 PINE MIST CIRCLE	ALPHARETTA	GA	30022	Organizer	Address	City	State	Zip Code
JERRY G. WARTKO	4579 WINGFIELD WAY	FLOWERY BRANCH	GA	30542																			
Organizer	Address	City	State	Zip Code																			
JOHN T. RAUSCH	110 PINE MIST CIRCLE	ALPHARETTA	GA	30022																			
Organizer	Address	City	State	Zip Code																			
6. Mail the following items to the Secretary of State at the above address: 1) This transmittal form; 2) The Articles of Organization; and 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are non-refundable. I understand that the information on this form will be entered in the Secretary of State business entity database, and I certify that the above information is true and correct to the best of my knowledge. <table border="0"><tr><td></td><td>11-08-2016</td></tr><tr><td>Signature of Authorized Person</td><td>Date</td></tr><tr><td>JEFF FORRESTALL, CPA</td><td></td></tr><tr><td>Print name</td><td></td></tr></table>					11-08-2016	Signature of Authorized Person	Date	JEFF FORRESTALL, CPA		Print name													
	11-08-2016																						
Signature of Authorized Person	Date																						
JEFF FORRESTALL, CPA																							
Print name																							

FORM 231
(Rev. 9/2015)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

Licensee Details

Licensee Information

Name: Jerry G Wartko

Address: 4579 Wingfield Way

Flowery Branch GA 30542

Primary Source License Information

Lic #:	EN214809	Profession:	Electrical Contractor	Type:	Electrical Contractor- Non Restricted
Secondary:		Method:	Examination	Status:	Active
Issued:	8/20/2007	Expires:	6/30/2020	Last Renewal Date:	6/7/2018

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 5, 2018 13:52:26

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.



DAILY/WEEKLY TIME & JOB TICKET SUMMARY

Employees Name :
Pay Period :

4955 AVALON RIDGE PKWY., NORCROSS, GA. 30071-5727
P: (770)449-0200 F: (770)670-6839
service@ccelect.com

To:

[illegible]

Total Hours for Week

29

Employee Signature :

Supervisor Signature : _____

AMENDMENT AGREEMENT NO. 9 FOR FC-10398

Citywide Electrical Repair and Maintenance Services



**Andre Dickens
Mayor
City of Atlanta**

**Remy Saintil
Commissioner
Atlanta Department of Transportation**

**Jaideep Majumdar
Chief Procurement Officer
Department of Procurement**

**STATE OF GEORGIA
COUNTY OF FULTON**

**AMENDMENT NO. 9
TO
FC-10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES**

Service Provider: Capital City Electrical Services, LLC
Address: 1346 Oakbrook Drive, Suite 170A
Marietta, GA 30067
Service Provider Contact: Jim Johnson
404-429-4449
jim.johnson@ccelect.com

This Fourth Amendment ("Amendment No. 9") to FC-10398, Citywide Electrical Repair and Maintenance Services (the "Agreement") is made this 7th day of March, 2023 ("Effective Date") by and between the City of Atlanta ("City"), a Georgia Municipal Corporation, and Capital City Electrical Services, LLC ("Service Provider"). City and Service Provider may be collectively referred to as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, in accordance with Resolution No. 18-R-4160, the City entered into the Agreement for the purpose of electrical repair and maintenance services on behalf of the Department of Enterprise Asset Management ("DEAM"), in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00); and

WHEREAS, the term of the Agreement is three (3) years, effective from December 11, 2018 to December 10, 2021, with two (2) one (1) year renewal options to be exercised at the City's sole discretion; and

WHEREAS, in accordance with Resolution No. 19-R-3175, the City entered into Amendment No. 1 to the Agreement to add Renew Atlanta as an authorized user and to add additional funding in an amount not to exceed Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00); and

WHEREAS, in accordance with Resolution No. 19-R-4920, the City entered into Amendment No. 2 to the Agreement to add additional funding on behalf of Renew Atlanta in an amount not to exceed One Hundred Forty-Three Thousand Dollars and Zero Cents (\$143,000.00); and

WHEREAS, in accordance with Resolution No. 20-R-3641, the City entered into Amendment No. 3 to the Agreement to add additional funding on behalf of Atlanta Police Department and Atlanta Municipal Court in an amount not to exceed One Hundred Forty-Three Thousand Dollars and Zero Cents (\$135,000.00) and administratively correcting all previous legislation to include 18-R-4160, 19-R-3175 and 19-R-4920 changing any references to contract number FC-10389 Citywide Electrical Services, LLC to FC-10398, Citywide Electrical Services; and

WHEREAS, in accordance with Resolution No. 20-R-3927, the City entered into Amendment No. 4 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and

WHEREAS, in accordance with Resolution No. 20-R-4683, the City entered into Amendment No. 5 to the Agreement to the Atlanta Department of Transportation as an authorized user in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); and

WHEREAS, in accordance with Resolution No. 21-R-3826, the City entered into Amendment No. 6 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00); and

WHEREAS, in accordance with Resolution No. 21-R-3921, the City exercised Renewal No. 1 under the Agreement, effective from December 11, 2021 through December 10, 2022, in an amount not to exceed Six Hundred Fifty-Five Thousand Dollars and Zero Cents (\$655,000.00); and

WHEREAS, in accordance with Resolution No. 22-R-3046, the City entered into Amendment No. 7 to the Agreement to add additional funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, in accordance with Resolution No. 22-R-3635, the City entered into Amendment No. 8 to the Agreement to add the Mayor's Office of Cultural Affairs as authorized user in an amount not to exceed One Hundred Seventy Thousand Dollar and Zero Cents (\$170,000.00) and to additional funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed One Hundred Twelve Thousand Seven Hundred Four Dollars and Forty-Seven Cents (\$112,704.47) and to add additional funding on behalf of the Atlanta Department of Transportation in an amount not to exceed One Hundred Sixty-Five Thousand Ninety-Two Dollars and Twenty-Two Cents (\$165,092.22) for a total not to exceed amount of Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Six Dollars and Sixty-Nine Cents; and

WHEREAS, in accordance with Resolution No. 22-R-4686, the City exercised Renewal No. 2 under the Agreement, effective from December 11, 2022 through December 10, 2023, in an amount not to exceed Eight Hundred Twenty Thousand Dollars and Zero Cents (\$820,000.00); and

WHEREAS, the Service Provider has performed satisfactorily over the term of the Agreement; and

WHEREAS, in accordance with Resolution No. 23-R-3015, the Parties desire to further amend the Agreement to add the Department of City Planning as an authorized user in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Authorized User Agency

The Department of City Planning is hereby added as an authorized user of the Agreement and the first sentence on page 1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

This Service Agreement ("Agreement") is entered into and effective as of December 10, 2018 (the "Effective Date") between the City of Atlanta ("City"), on behalf of the Department of Enterprise Asset Management, Atlanta Department of Transportation, Atlanta Police Department, Atlanta Municipal Court, the Department of Watershed Management, the Mayor's Office of Cultural Affairs, the Department of City Planning, and the Service Provider as set forth below.

2. Additional Funding

Section 1 of the Agreement titled "Background" is hereby amended by deleting the first sentence of subsection 1.2 in its entirety and replacing it with the following language:

1.2 The total amount of payments by City under this Agreement shall be increased in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

3. Authorizing Legislation

Exhibit C of the Agreement titled "Authorizing Legislation" is hereby supplemented to include Resolution No. 23-R-3015 attached hereto as Exhibit A and incorporated herein by reference.

4. Insurance and Bonding Requirements

Appendix B of the Agreement entitled "Insurance and Bonding Requirements" is hereby supplemented to add a bond rider to modify the total value of the original payment and performance bond applicable to the Agreement. The referenced bond rider is attached hereto as Exhibit B and incorporated herein by reference.

5. Capitalized Terms

All capitalized terms herein shall have the same meaning ascribed to them under the Agreement, unless expressly defined herein.

6. Effect of Amendment

The Parties shall be bound by and shall perform all services under the Agreement in accordance with the terms, conditions, clauses and stipulations set forth in the Agreement, including all previous amendments, except as expressly amended by this Amendment No. 9.

7. Executed Amendment Binding Upon Delivery

The parties agree that this Amendment No. 9 shall not become binding on City, and City shall incur no liability upon the same, until this Amendment No. 9 has been approved as to form by the City Attorney, executed by the City's duly authorized representative, attested to by the Municipal Clerk, and delivered to the Service Provider.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto by authorized representatives have executed this Amendment No. 9 as of the Effective Date.

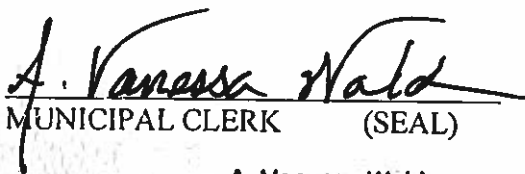
CITY OF ATLANTA:

BY: 
MAYOR

SERVICE PROVIDER:
Capital City Electrical Services, LLC

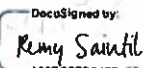
BY: 
NAME (print): Charles Brooks
TITLE: President

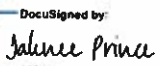
ATTEST:


MUNICIPAL CLERK (SEAL)

A. Vanessa Waldon
Deputy Municipal Clerk

RECOMMENDED:

DocuSigned by:

COMMISSIONER, DEPARTMENT OF
ENTERPRISE ASSET MANAGEMENT

DocuSigned by:

COMMISSIONER, DEPARTMENT OF
CITY PLANNING

RECOMMENDED:

DocuSigned by:

CHIEF PROCUREMENT OFFICER

APPROVED AS TO FORM:

DocuSigned by:

ASSISTANT CITY ATTORNEY

**EXHIBIT A
LEGISLATION**

FC-10398 Citywide Electrical Repair and Maintenance Services --
Amendment No. 9



**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-3015

A RESOLUTION BY FINANCE EXECUTIVE COMMISSION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE THE NINTH AMENDMENT TO AGREEMENT FC10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICE, WITH CAPITAL CITY ELECTRICAL SERVICES LLC, TO ADD THE DEPARTMENT OF CITY PLANNING AS AN AUTHORIZED USER IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Resolution No. 18-R-4160, the City of Atlanta ("City") entered into FC10398, Citywide Electrical Repair and Maintenance Service ("Agreement") with Capital City Electrical Service, LLC., on behalf of the Department of Enterprise Asset Management, in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00); and

WHEREAS, the term of the Agreement was three (3) years, effective December 10, 2018, through December 10, 2021, with two (2), one (1) year renewal options to be exercised at the City's sole discretion; and

WHEREAS, pursuant to Resolution 19-R-3175, adopted by Council on February 18, 2019, and approved as per City Charter Section 2-403 on February 27, 2019, the City entered into Amendment No. 1 to the Agreement to add Renew Atlanta as an authorized user and to add funding in an amount not to exceed Six Hundred Thousand Fifty Dollars and No Cents (\$650,000.00); and

WHEREAS, pursuant to Resolution 19-R-4920, adopted by Council on October 21, 2019, and approved as per City Charter Section 2-403 on October 21, 2019, the City entered into Amendment No. 2 to the Agreement to add additional funding on behalf of Renew Atlanta in an amount of One Hundred Forty-three Thousand Dollars and Zero Cents (\$143,000.00); and

WHEREAS, pursuant to Resolution 20-R-3641 adopted by Council on March 17, 2020, and approved as per City Charter Section 2-403 on March 26, 2020, the City entered into Amendment No. 3 to the Agreement to add additional funding on behalf of the Atlanta Police Department and the Atlanta Municipal Court in an amount not to exceed One Hundred Thirty-five Thousand Dollars and Zero Cents (\$135,000.00) and to administratively correct all previously approved legislation included in Resolutions 18-R-4160, 19-R-3175, and 19-R-4920, changing any references to contract number FC-10389, Citywide Electrical Services, LLC to FC-10398, Citywide Electrical Services, LLC; and

WHEREAS, pursuant to Resolution No. 20-R-3927, adopted by Council on May 18, 2020, and approved as per City Charter Section 2-403 on May 27, 2020, the City entered into Amendment No. 4 to the Agreement to add funding on behalf of the Department of Watershed Management, in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and

WHEREAS, pursuant to Resolution No. 20-R-4683, adopted by Council on December 7, 2020, and approved as per City Charter Section 2-403 on December 16, 2020, the City entered into Amendment No. 5 to the Agreement to add the Atlanta Department of Transportation as an authorized user in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); and

WHEREAS, pursuant to Resolution No. 21-R-3826, adopted by Council on September 7, 2021, and approved as per City Charter Section 2-403 on September 15, 2021, the City entered into Amendment No. 6 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Twenty-five Thousand Dollars and Zero Cents (\$125,000.00); and

WHEREAS, pursuant to Resolution No. 21-R-3921, adopted by Council on September 20, 2021, and approved as per City Charter Section 2-403 on September 26, 2021, the City exercised its first renewal option to the Agreement on behalf of the Departments of Enterprise Asset Management, the Atlanta Police Corrections, Public Works, and Watershed Management, for a term of one (1) year effective December 11, 2021 through December 10, 2022, in an amount not to exceed Six Hundred Fifty-five Thousand Dollars and Zero Cents (\$655,000.00); and

WHEREAS, pursuant to Resolution No. 22-R-3046, adopted by Council on January 18, 2022, and approved as per City Charter Section 2-403 on January 27, 2022, the City entered into Amendment No. 7 on behalf of the Department of Enterprise Asset Management to add additional funding on behalf of the Atlanta Department of Transportation in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, pursuant to Resolution No. 22-R-3635, adopted by Council on May 16, 2022, and approved as per City Charter Section 2-403 on May 25, 2022, the City entered into Amendment No. 8 to the Agreement to add the Mayor's Office of Cultural Affairs as an authorized user in an amount not to exceed One Hundred Seventy Thousand and Zero Cents (\$170,000.00), and to add funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed One Hundred Twelve Thousand Seven Hundred Four Dollars and Forty-seven Cents (\$112,704.47), and the Atlanta Department of Transportation in an amount not to exceed One Hundred Sixty-five Thousand Ninety-Two Dollars and Twenty-Two Cents (\$165,092.22) for a total amount not to exceed Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Six Dollars and Sixty-Nine Cents (\$447,796.69); and

WHEREAS, the Commissioner of the Department of City Planning desires to enter into the Ninth Amendment to the Agreement with Capital City Electrical Service, LLC., to add the Department of City Planning ("DCP") as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support DCP in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

WHEREAS, the Commissioner of the Department of City Planning and the Chief Procurement Officer each recommend entering into the Ninth Amendment to the Agreement to add the Department of City Planning as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support the department in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute the Ninth Amendment to FC10398, Citywide Electrical Repair and Maintenance Services with Capital City Electrical Services, LLC, to add the Department of City Planning as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support the Department of City Planning in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid 1001 (General Fund) 250201 (DCP Director of Buildings) 5212001 (Consultant/Professional) 7210000 (Protective Inspection Administration)-\$40,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, that the Ninth amendment to the Agreement will not become binding on the City and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk and delivered to Capital City Electrical Services, LLC.

A true copy,


A. Vanessa Waldon
Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

JAN 17, 2023
JAN 26, 2023

EXHIBIT B

INSURANCE AND BONDING REQUIREMENTS

PAYMENT AND PERFORMANCE BONDS

Bond No. GM-218875

Payment Bond

"City" City of Atlanta, Georgia

"Project" Citywide Electrical Repair & Maintenance Services, Amendment Agreement No. 9"FC No." 10389

"Principal" (Legal Name and Business Address)

Capital City Electrical Services, LLC.1346 Oakbrook Drive, Suite 170ANorcross, GA 30067

Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Great Midwest Insurance Company800 Gessner, Suite 600Houston, TX 77024

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20____, regarding
performance of Work relative to the Project.

"Penal Sum:" Eight Hundred Twenty Thousand Dollars (\$820,000.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

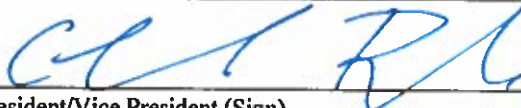
NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: Capital City Electrical Services, LLC.



President/Vice President (Sign)



President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Great Midwest Insurance Company

By: 

Attorney-in-Fact (Sign)

David C. Eades, Attorney-In-Fact

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

Bond No. GM-218875

Performance Bond

"City" City of Atlanta, Georgia

"Project" Citywide Electrical Repair & Maintenance Services, Amendment Agreement No. 9

"FC No." 10389

"Principal" (Legal Name and Business Address)

Capital City Electrical Services, LLC

1346 Oakbrook Drive, Suite 170A

Norcross, GA 30067

Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Great Midwest Insurance Company

800 Gessner, Suite 600

Houston, TX 77024

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20__, regarding
performance of Work relative to the Project.

"Penal Sum:" Eight Hundred Twenty Thousand Dollars (\$820,000.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

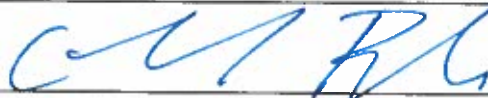
And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any

wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: Capital City Electrical Services, LLC



President/Vice President (Sign)

Charlie Brooks

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Great Midwest Insurance Company

By:



Attorney-in-Fact (Sign)

David C. Eades, Attorney-In-Fact

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

POWER OF ATTORNEY**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

David C. Eades, Carrie J. Key, Avery C. Kenimer

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

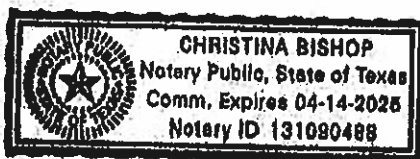
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this _____ Day of _____, 20____.



BY

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Emergency Generator for 106 Howell Avenue Property

ITEM TYPE: Contract

SUBMITTED: 08/22/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 8/28/2023

DEPARTMENT: Buildings

BUDGET IMPACT: FY23 - \$46,500 (350-1565-54-2500 - Capital Improvements)
FY24 - \$46,694.74 (350-1565-54-2500 - Capital Improvements)

PUBLIC HEARING: No

PURPOSE:

Mayor & Council to approve the purchase and installation of an emergency generator for the facilities located at 106 Howell Avenue.

HISTORY:

Emergency generators have yet to be installed at the City of Fairburn Facility (Fairburn Utilities Department) located at 106 Howell Avenue. With the critical services provided through this facility, emergency generators are vital for the protection of our citizens and businesses.

FACTS AND ISSUES:

According to the City's Procurement policy, purchases may be made utilizing suppliers having a requirements contract/annual agreement with any public entity for Goods, Services, or Professional Services described in such contract. Through the City of Atlanta Citywide electrical repair and maintenance services contractor agreement, Capital City Electrical Services LLC will provide and install the emergency generator for the City of Fairburn facilities located at 149 W Broad Street in an amount not to exceed \$93,194.74

FUNDING SOURCE:

Capital Improvements - 350-1565-54-2500 (FY23 - \$46,500, FY24 - \$46,694.74)

RECOMMENDED ACTION:

Request Mayor & Council approval for the purchase and installation of an emergency generator for the facilities located at 106 Howell Avenue in an amount not to exceed \$93,194.74 utilizing City of Atlanta citywide electrical repair and maintenance services contractor agreement with Capital City Electrical Services LLC.

ATTACHMENTS:

1. 106 Howell Ave gen proposal
2. OK5090
3. A0000416970
4. Executed.FC-10398.CitywideElectrical
5. Executed Amendment No. 9 for FC-10398 Citywide Electrical Services



August 16, 2023

The City of Fairburn
106 Howell Ave
Fairburn, GA 30213
Attn: Dana Smith
770-634-3196
dasmith@fairburn.com

Re: Generator and ATS installation.

This proposal, including the attached General Terms and Conditions ("Proposal"), is for the labor, parts and/or materials ("Services") necessary for Capital City Electrical Services, LLC ("Capital City") to complete the following scope of work ("Scope") that Capital City has proposed at the direction of The City of Fairburn ("Customer"):

Scope of Work

- Provide engineered drawings, permits and inspections.
- Provide disposal services.
- Provide excavation and material handling equipment.
- Provide private and public utility locate services.
- Provide temporary generator during shutdown. (2) 120v 20A circuits. Includes fuel.
- Provide and install 5' X 10' concrete pad.
- Provide and install 120/240v 1PH 400A service entrance rated ATS with 3R enclosure. ATS to be wall mounted left of existing meter.
- Provide and install 50KW diesel generator. 120/240v 1PH. 132 gal tank base (57 hours @ 50% load). Customer to provide fuel.
- Provide and install feeders from generator to ATS, existing meter to ATS, and ATS to existing panel boards.
- Provide and install new grounding electrode system.
- Provide and install circuits for generator blanket heater and battery charger.
- Provide and install data connection from ATS to generator.
- Provide and install generator annunciator panel withing 100' of ATS. Includes cabling.
- Startup by factory authorized technician and 4 hour load bank test per NFPA 110.
- 1 hour of site training will be provided if scheduled during startup.

CAPITAL CITY

ELECTRICAL SERVICES LLC

Item Description	Qty	Cost	Normal Price	City's Discounted Price
Generator and ATS package	1.00	36000.00	\$ 93,600.00	\$ 49,680.00
Misc Material	1.00	5749.86	\$ 14,949.64	\$ 10,809.74
Engineering, permits and inspections	1.00	2750.00	\$ 7,150.00	\$ 4,950.00
Equipment	1.00	4000.00	\$ 10,400.00	\$ 7,200.00
Utility locate services	1.00	450.00	\$ 1,170.00	\$ 810.00
Disposal	1.00	750.00	\$ 1,950.00	\$ 1,725.00
Concrete	1.00	3500.00	\$ 9,100.00	\$ 8,050.00
Fuel	1.00	50.00	\$ 130.00	\$ 115.00
			<i>Material Subtotal</i>	\$ 83,339.74
	# of Labor Hours		Cost per Hour	City's Discounted Labor
Master Electrician	79.00		\$ 65.00	\$ 5,135.00
Project Manager	24.00		\$ 65.00	\$ 1,560.00
Helper	79.00		\$ 40.00	\$ 3,160.00
			<i>Labor Subtotal</i>	\$ 9,855.00
			Project Grand Total	\$ 93,194.74

Price for Services (hereinafter "Contract Price"): \$93,194.74

This is a confidential proposal between Capital City Electrical Services, LLC and The City of Fairburn

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order ("Change Order"), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday ("Standard Hours"). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined ("Emergency Services").
- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.
- Customer is responsible for ensuring Capital City's employees and subcontractors have access to the Premises.



Exclusions

- Diesel fuel.
- This proposal is based on normal soil conditions of 2000/PFS and do not allow, and are not limited to, the excavation of any unforeseen obstacles such as rock, asphalt, concrete, fluid soil conditions, buried debris, or excessive mud. Execution of such excavation shall be through a Change Order in addition to any existing contract or agreement.

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$46,500.00.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a one (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps.

Payment terms: DUE UPON RECEIPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By: _____

Capital City Electrical Services, LLC

Jim Johnson

Account Manager

Print Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees, and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of one (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR



MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. Substitute Services – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (*e.g.* manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. Convenience – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. Cause – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer



shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.

d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.



17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

SD050 | 3.4L | 50 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC® | **INDUSTRIAL
POWER**

Standby Power Rating

50 kW, 63 kVA, 60 Hz

Prime Power Rating*

45 kW, 56 kVA, 60 Hz



*Assembled in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the US or its Territories



Image used for illustration purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



UL2200, UL6200, UL1236, UL142



CSA C22.2



BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC700, 701, 702, 708



ISO 3046, 7637, 8528, 9001



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IBC 2009, CBC 2010, IBC 2012,
ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Silencer (Enclosed Units Only)

Fuel System

- Fuel Lockoff Solenoid
- Primary Fuel Filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Brushless Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Only)
- Silencer of Heat Shield

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

FUEL TANKS (If Selected)

- UL 142/ULC S-601
- Double Wall Construction
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested - 2 psi
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- RhinoCoat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel- Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- All Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors

- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® Protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total, and Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

SD050 | 3.4L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Engine Coolant Heater
- Oil Heater
- Industrial Silencer (Open Set)
- Air Filter Restriction Indicator
- Fan and Belt Guards (Enclosed Units Only)

FUEL SYSTEM

- Flexible Fuel Lines
- Primary Fuel Filter

ELECTRICAL SYSTEM

- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating
- Permanent Magnet Excitation

GENERATOR SET

- 8 Position Load Center

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Door Open Alarm Switch
- Pad Vibration Isolator
- Enclosure Heater

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

CONTROL SYSTEM

- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Sender with Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication - Modem
- 10A Engine Run Relay
- Ground Fault Indication and Protection Functions
- 100 dB Alarm Horn
- 120V GFCI and 240V Outlets

FUEL TANKS (Size On Last Page)

- 8 in (203.2 mm) Fill Extension
- 13 in (330.2 mm) Fill Extension
- 19 in (482.6 mm) Fill Extension
- Overfill Protection Valve
- Vent Extensions
- Tank Risers
- Fuel Drop Tube
- Return Hose
- 90% Fuel Level Alarm

ENGINEERED OPTIONS

ENGINE SYSTEM

- Coolant Heater Ball Valves
- Fluid Containment Pan

CONTROL SYSTEM

- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM

- 3rd Breaker System

GENERATOR SET

- Special Testing
- IBC Seismic Certification

TANKS

- UL2085 Tank
- Stainless Steel Tanks

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Generac
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	4
Type	In-Line
Displacement - in ³ (L)	207.48 (3.4)
Bore - in (mm)	3.86 (98)
Stroke - in (mm)	4.45 (113)
Compression Ratio	18.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	Cast Iron OHV
Piston Type	Aluminum
Crankshaft Type	Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow Cartridge
Crankcase Capacity - qt (L)	7.4 (7)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Type	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed - rpm	2,250
Fan Diameter - in (mm)	560 (22)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specifications	ASTM
Fuel Filtering (microns)	10
Fuel Inject Pump	Bosch (VE)
Fuel Pump Type	Engine Driven Gear
Injector Type	Pintel - 2,100 psi (14,479 kPa)
Fuel Supply Line - in (mm)	0.312 (7.92) NPT
Fuel Return Line - in (mm)	0.312 (7.92) NPT

Engine Electrical System

System Voltage	12 VDC
Battery Charger Alternator	Standard
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0050124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3-Phase)
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Synchronous Brushless
Bearings	Single Sealed Cartridge
Coupling	Direct via Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

OPERATING DATA

POWER RATINGS

	Standby	
Single-Phase 120/240 VAC @1.0pf	50 kW	Amps: 208
Three-Phase 120/208 VAC @0.8pf	50 kW	Amps: 173
Three-Phase 120/240 VAC @0.8pf	50 kW	Amps: 150
Three-Phase 277/480 VAC @0.8pf	50 kW	Amps: 75
Three-Phase 346/600 VAC @0.8pf	50 kW	Amps: 60

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip			
277/480 VAC	30%	208/240 VAC	30%
K0050124Y21	98	K0050124Y21	75
K0060124Y21	124	K0060124Y21	95

FUEL CONSUMPTION RATES*

Fuel Pump Lift - ft (m)		Diesel - gph (Lph)	
3 (1)		Percent Load	Standby
		25%	1.3 (4.9)
		50%	2.3 (8.7)
		75%	3.3 (12.5)
		100%	4.3 (16.4)
Total Fuel Pump Flow (Combustion + Return) - gph (Lph)			
3.6 (13.5)			

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow	gpm (Lpm)	12.2 (46)
Coolant System Capacity	gal (L)	2.5 (9.5)
Heat Rejection to Coolant	BTU/hr (kW)	135,900 (39.8)
Inlet Air	scfm (m³/hr)	7,500 (212)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Ambient Temperature (Before Derate)	See Bulletin No. 0199280SSD	
Maximum Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at Rated Power - scfm (m³/min)	166 (4.7)

ENGINE

		Standby
Rated Engine Speed	RPM	1,800
Horsepower at Rated kW**	hp	86
Piston Speed	ft/min (m/min)	1,335 (406.9)
BMEP	psi (kPa)	169 (1,165)

EXHAUST

		Standby
Exhaust Flow (Rated Output)	scfm (m³/min)	448 (12.7)
Max. Allowable Backpressure	inHg (kPa)	1.5 (5.1)
Exhaust Temp (Rated Output)	°F (°C)	1,044 (562)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.

Standby - See Bulletin 0187500SSB

Prime - See Bulletin 0187510SSB

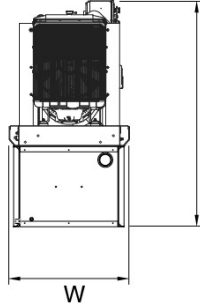
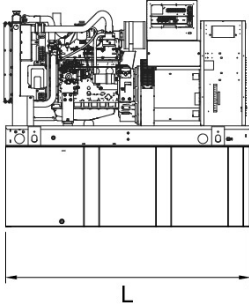
SD050 | 3.4L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

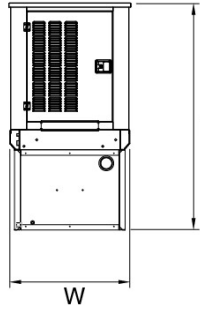
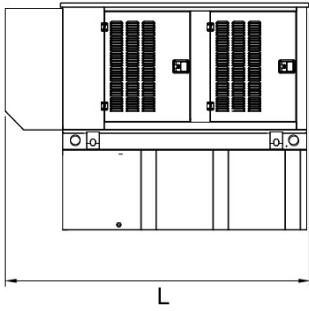
GENERAC INDUSTRIAL POWER

DIMENSIONS AND WEIGHTS*



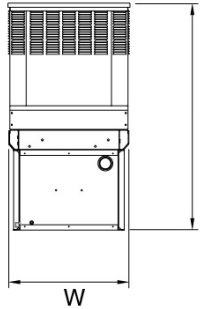
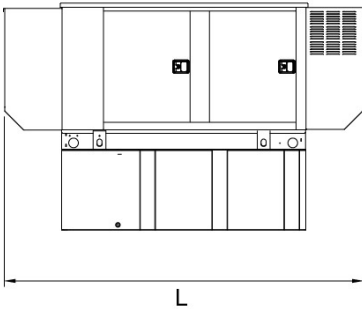
OPEN SET (Includes Exhaust Flex)

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Minimum Weight - lbs (kg)	Maximum Weight - lbs (kg)
No Tank	-	76.7 (1,948) x 37.4 (950) x 45.2 (1,147)	1,710 (776)	1,836 (833)
12	54 (204)	76.7 (1,948) x 37.4 (950) x 58.2 (1,477)	2,190 (993)	2,316 (932)
30	132 (499)	76.7 (1,948) x 37.4 (950) x 70.2 (1,782)	2,420 (1,098)	2,546 (979)
44	190 (719)	76.7 (1,948) x 37.4 (950) x 82.2 (2,087)	2,629 (1,192)	2,755 (1,022)
49	211 (799)	106.0 (2,692) x 37.4 (950) x 71.2 (1,807)	2,634 (1,192)	2,760 (1,023)
69	300 (1,136)	92.9 (2,360) x 37.4 (950) x 85.7 (2,176)	2,692 (1,221)	2,818 (1,035)



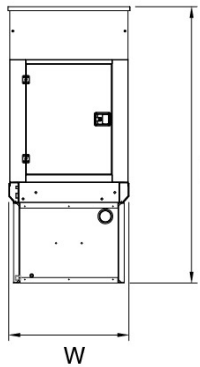
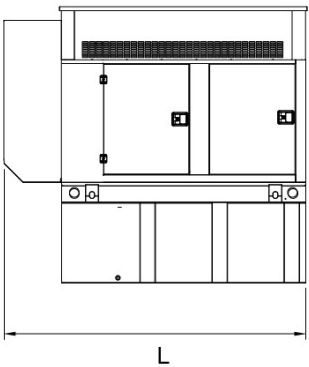
WEATHER PROTECTED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 38.0 (965) x 49.5 (1,258)	2,158 (979)	2,286 (1,037)	1,935 (878)	2,965 (1,345)
12	54 (204)	94.8 (2,409) x 38.0 (965) x 62.5 (1,588)	2,638 (1,197)	2,766 (1,255)	2,415 (1,095)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 38.0 (965) x 74.5 (1,893)	2,868 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 38.0 (965) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,884 (1,762)
49	211 (799)	106.0 (2,692) x 38.0 (965) x 99.0 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
69	300 (1,136)	94.8 (2,409) x 38.0 (965) x 90.0 (2,287)	3,140 (1,424)	3,268 (1,482)	2,917 (1,323)	3,947 (1,790)



LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 38.0 (965) x 49.5 (1,258)	2,158 (979)	2,286 (1,037)	1,935 (878)	2,965 (1,345)
12	54 (204)	94.8 (2,409) x 38.0 (965) x 62.5 (1,588)	2,638 (1,197)	2,766 (1,255)	2,415 (1,095)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 38.0 (965) x 74.5 (1,893)	2,868 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 38.0 (965) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,884 (1,762)
49	211 (799)	106.0 (2,692) x 38.0 (965) x 99.0 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
69	300 (1,136)	94.8 (2,409) x 38.0 (965) x 90.0 (2,287)	3,140 (1,424)	3,268 (1,482)	2,917 (1,323)	3,947 (1,790)



LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 38 (965) x 70.1 (1,780)	2,389 (1,084)	2,517 (1,142)	2,035 (923)	2,163 (981)
12	54 (204)	94.8 (2,409) x 38 (965) x 62.5 (1,588)	2,638 (1,197)	2,766 (1,255)	2,415 (1,095)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 38 (965) x 74.5 (1,893)	2,868 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 38 (965) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,884 (1,762)
49	211 (799)	106.0 (2,692) x 38 (965) x 99 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
69	300 (1,136)	94.8 (2,409) x 38 (965) x 110.6 (2,809)	3,371 (1,529)	3,499 (1,587)	3,017 (1,368)	3,145 (1,427)

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

TX301 Series Transfer Switch

100 – 400 Amps

Contactor Type · Open and Delayed Transition · Service Entrance Rated

- Automatic Transfer Switch
- 100 – 400 A, up to 480 VAC, 60 Hz, 100% Current Rated
- Single or Three Phase
- 2, 3, or 4 Poles
- UL Type 1 or Type 3R
- Open and Inphase or Open with Delayed Transition
- ETL Listed to UL 1008
- High Withstand and Closing Ratings



Image used for illustration purposes only

Codes and Standards



ETL Listed



NFPA 70, 99, 110



NEC 700, 701, 702, 708



oshpd

OSHPD and Seismic Certified CBC
2019, CBC 2016, IBC 2018, IBC 2015,
IBC 2012, IBC 2009, ASCE 7-10,
ASCE 7-16, ICC-ES AC-156

Description

Generac's patented* contactor is featured in the TX contactor type transfer switch, which is a double-throw robust switch construction with inherent interlocks for safe positive transfer between power sources. Featuring a transition time of less than 20 milliseconds, this high speed transfer is ideal for all applications, including motor load applications. The contacts are silver composite for long life, resisting pitting or burning. The switches are rated for full load transfers in mission critical, emergency, legally required, and optional power systems.

The microprocessor based controller provides the customers with the flexibility to program a comprehensive group of set points to match the application needs. The controller has two programmable inputs and one programmable output as standard and is available with optional expansion boards for up to four programmable inputs and outputs. The LCD displays real time and historical information with time-stamped events. The integrated plant exerciser can be configured in off, daily, day of week, biweekly, and monthly intervals with user selectable run time. Standard features of the controller include three phase sensing on both sources, phase unbalance, phase reversal, load shed, emergency inhibit, and communications.

TX301 Series Transfer Switch

100 – 400 Amps

Contactors Type · Open and Delayed Transition · Service Entrance Rated

STANDARD FEATURES

GENERAL

- Small Footprint, Results in Easy Mounting and Installation for Reduced Time and Costs
- Cable Entry is Top or Bottom (400A Units are Bottom Only)
- Double-Throw, Stored Energy Transfer Mechanism
- Can be Electrically Isolated while Energized
- Graphical LCD-Based Display for Programming, System Diagnostics and Help Menu Display Mimic
- Diagram with Source Available and Connected LED Indicator
- Method of Transfer: Open with Inphase Transition
- Mechanically Interlocked to Prevent Connection of Both Sources
- Modbus® RTU Communications
- TXC 100 Controller
- Operating Temperature -4 ° to 158 °F (-20 ° to 70 °C)
- Removable Top and Bottom Plates for Ease of Entry
- Voltage Agnostic*
- High Withstand and Closing Ratings
- Heater Kit Standard on All 3R Enclosures
- Auxiliary Output Includes: Two Wire Start, Signal Before Transfer, Fault, and a Programmable Relay Output
- Auxiliary Input Includes: Permissive Inputs (24 VDC)
- General Alarm Indication
- 2 Year Standard Warranty
- IBC 2018, 2015, 2012, 2009

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal, Emergency and Load 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

Start Circuit

- 2-Wire Start
- 3-Wire Start From C Contact for Circuit Monitoring

Digital Outputs

- Signal Before Transfer (Elevator)
- General Alarm

Digital Inputs

- Emergency Inhibit (Permissive & Load Shed)
- Go to Emergency (Demand Response)
- Manual Generator Retransfer

CONTROLS

- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard
- Built in Battery Backup - Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Nodes Offered with Delayed Transition
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections
- Time-Stamped Event History Log
- Programmable Exerciser - Daily, Weekly, Bi-Weekly, Monthly

* 480 V 3-Wire Systems Must be Specified at Time of Ordering for Transformer Kit to be Included

CONFIGURABLE OPTIONS

- Chicago Code Kit
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- 3R Padlockable Cover for Service Entrance Breaker (Standard on 3R Enclosures)
- CTs for Integrated Metering
- Generator Battery Backup for Controller
- Heater Option for Temperature and Humidity Control (Standard on 3R Enclosure)
- Time Delay in Neutral Transition (TDN), or Inphase with a Default to Time Delay in Neutral Transfer
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- IBC Seismic Certified/Seismic Rated

- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

Engineered Options

- Transient Voltage Surge Suppressor (TVSS)
- Manual Generator Retransfer Switch
- Go to Emergency Switch

Conversion Kits

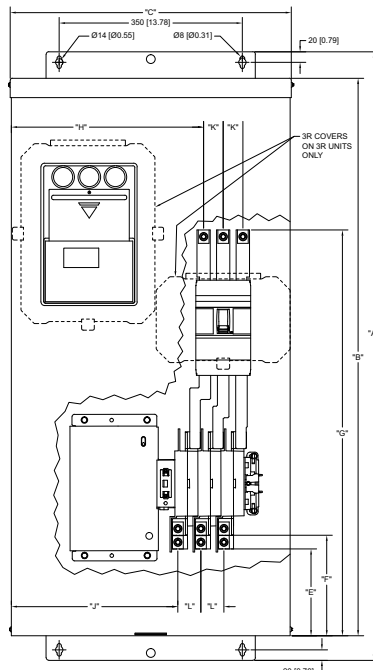
- 480 V Transformer Kit for 3-Wire Systems
- UL Type 1 to Type 3R Kit

TX301 Series Transfer Switch

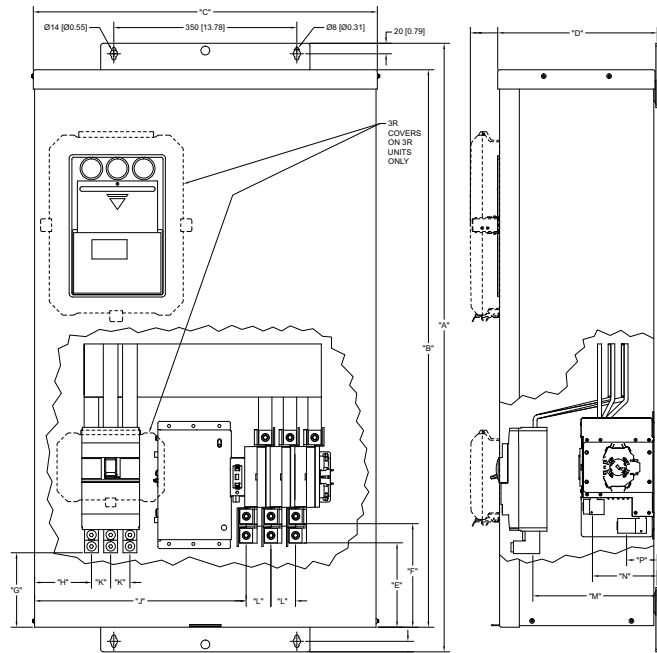
100 – 400 Amps

Contactor Type · Open and Delayed Transition · Service Entrance Rated

UNIT DIMENSIONS*



100 - 200 A



300 - 400 A

Service Entrance Rated, Contactor Type, Open and Delayed Transition, 100 – 400 A

Description	in (mm)														Cu/Al					lbs (kg)
	A (Height)	B (Height)	C (Width)	D (Depth)	E (Dim)	F (Dim)	G (Dim)	H (Dim)	J (Dim)	K† (Dim)	L (Dim)	M (Dim)	N (Dim)	P (Dim)	Normal 75 °C Wire	Standby Source 75 °C Wire	Load 75 °C Wire	Neutral Connection	Ground Connection	
100A SER TYPE 1	51.3 (1,303)	47.5 (1,206)	21.2 (538)	12.0 (305)	9.5 (242)	10.6 (268)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.1 (79)	(1) 3/0 - 6	(1) 2/0 - 14	(1) 2/0 - 14	(5) 2/0 - 14	(6) 2/0 - 14	154.3 (70)
100A SER TYPE 3R	51.3 (1,303)	47.5 (1,206)	21.2 (538)	13.9 (355)	9.5 (242)	10.6 (268)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.1 (79)	(1) 3/0 - 6	(1) 2/0 - 14	(1) 2/0 - 14	(5) 2/0 - 14	(6) 2/0 - 14	158.7 (72)
150A SER TYPE 1	51.3 (1,303)	47.5 (1,206)	21.2 (538)	12.0 (305)	9.9 (253)	10.9 (279)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(5) 350 - 6	(5) 350 - 6	165.3 (75)
150A SER TYPE 3R	51.3 (1,303)	47.5 (1,206)	21.2 (538)	13.9 (355)	9.9 (253)	10.9 (279)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(5) 350 - 6	(5) 350 - 6	169.8 (77)
200A SER TYPE 1	51.3 (1,303)	47.5 (1,206)	21.2 (538)	12.0 (305)	9.9 (253)	10.9 (279)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(5) 350 - 6	(5) 350 - 6	165.3 (75)
200A SER TYPE 3R	51.3 (1,303)	47.5 (1,206)	21.2 (538)	13.9 (355)	9.9 (253)	10.9 (279)	38.3 (973)	14.5 (369)	12.6 (320)	1.5 (38)	1.7 (44)	10.1 (257)	5.8 (148)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(5) 350 - 6	(5) 350 - 6	169.8 (77)
300A SER TYPE 1	51.4 (1,305)	47.5 (1,206)	33.9 (860)	12.0 (305)	9.9 (253)	11.7 (297)	9.0 (228)	7.6 (192)	22.1 (562)	1.8 (46)	2.3 (59)	8.7 (222)	6.5 (166)	3.3 (84)	(2) 600 - 2/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(5) 350 - 6	260.1 (118)
300A SER TYPE 3R	51.4 (1,305)	47.5 (1,206)	33.9 (860)	13.9 (355)	9.9 (253)	11.7 (297)	9.0 (228)	7.6 (192)	22.1 (562)	1.8 (46)	2.3 (59)	8.7 (222)	6.5 (166)	3.3 (84)	(2) 600 - 2/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(5) 350 - 6	264.6 (120)
400A SER TYPE 1	51.4 (1,305)	47.5 (1,206)	33.9 (860)	12.0 (305)	9.9 (253)	11.7 (297)	9.0 (228)	7.6 (192)	22.1 (562)	1.8 (46)	2.3 (59)	8.7 (222)	6.5 (166)	3.3 (84)	(2) 600 - 2/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(5) 350 - 6	260.1 (118)
400A SER TYPE 3R	51.4 (1,305)	47.5 (1,206)	33.9 (860)	13.9 (355)	9.9 (253)	11.7 (297)	9.0 (228)	7.6 (192)	22.1 (562)	1.8 (46)	2.3 (59)	8.7 (222)	6.5 (166)	3.3 (84)	(2) 600 - 2/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(5) 350 - 6	264.6 (120)

† K Dimension for 100-200A 2-Pole Configuration is 3 (75). K Dimension for 300-400A 2-Pole Configuration is 3.6 (92)

UL 1008 Withstand and Closing Ratings

Ampere Rating	Specific Breaker (kA)**	Service Entrance (kA)	Fuse Rating (Class J)	Fuse Size
100	35	35	35 kA	200 A
150	42	42	100 kA	200 A
200	42	42	100 kA	200 A
300	65	65	100 kA	400 A
400	65	65	100 kA	400 A

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

** See Specific Breaker List available on GENconnect.

CONTRACTOR AGREEMENT

FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES



City of Atlanta

Chris Davis
Director, Technical Services
Department of Enterprise Assets Management

David L Wilson II
Chief Procurement Officer
Department of Procurement

CONTRACTOR AGREEMENT

FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES



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SERVICES AGREEMENT; CONTRACT NO. FC-10398

CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES

This Services Agreement ("Agreement") is entered into and effective as of Dec 10, 2018 (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

Contract Name: Citywide Electrical Repair and Maintenance Services	Contract No. FC- 10398
Service Provider	City of Atlanta
Name: Capital City Electrical Services, LLC	Using Agency: Department of Enterprise Assets Management
Address: 1346 Oakbrook Drive, Suite 170A Norcross, Georgia 30093	Address: 55 Trinity Avenue, SW – Suite 1225 Atlanta, Georgia 30303
Phone: 770-821-6099	Phone: 404-330-6225
E-Mail: jenniferE@ccelect.com	E-Mail:
Authorized Representative: Jennifer Eason	Authorized Representative: Chris Davis, Director-Technical Services

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00) ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date and end on 12/10/21. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

If such legislation is enacted, within seven (7) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services

during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B – Definitions
4. Exhibit C – Authorizing Legislation
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Additional Contract Documents

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. Services.

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 **Change Documents.**

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.3.7 Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 **Service Provider Personnel.** Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 **Service Provider Authorized Representative.** Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 **Qualifications.** Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 **Removal of Personnel Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 **Subcontracting.** Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) Jerry Watko, Owner/CEO; and
- (b) Jennifer Eason, Account Manager.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) Airmis Thomas, Owner- Mid-State Electric.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 **Invoices.** Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 **Taxes.** The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 **Payment.** City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 **Payment of Other Persons.** Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 **Authority.** Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or

proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Consultant any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Equal Business Opportunity Program. Consultant shall comply with and the following during the Term of this Agreement:

10.2.1 Consultant agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances, City of Atlanta, and to warrant the following:

a) The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, creed, religion, sex domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include, without limitation, the following:

Recruited whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Consultant agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the non-discrimination clause.

b) The Consultant shall, in all solicitation or advertisement for employees, placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for the employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c) The Consultant shall send to each labor union or representative of workers with which the Consultant have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Consultant commitments under the Equal Employment Opportunity Program of the City and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant shall register all workers in the skilled trades, who are below the journeyman level, with the U.S. Bureau of Apprenticeship and Training.

d) The Consultant shall furnish all information and reports required by the Contract Compliance Officer pursuant to the Code of Ordinances, and shall permit access to the books, records and accounts of the Consultant during the normal business hours by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.

e) The Consultant shall take such reasonable action with respect to any Sub-Consultant as the City may direct, as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in or is threatened with litigation as maybe necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City; and, in the case of contracts receiving Federal assistance, the Consultant or the City may request the United States to enter into such litigation to protect the interest of the United States.

f) The Consultant and its Sub-Consultants, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such time directed shall contain information as to employment practices, policies, programs and statistics of the Consultant and its Sub-Consultants.

g) The Consultant shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the Project so that such provisions will be binding upon each such Sub-Consultant or vendor.

h) A finding, as hereinafter provided, that a refusal by the Consultant or Sub-Consultant to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties.

- (1) Withholding from the Consultant in violation all future payments under the involved public contract until it is determined that the Consultant or Sub-Consultant is in compliance with the provisions of the Agreement.
- (2) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the Consultant or Sub-Consultant demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article.
- (3) Cancellation of the public Agreement.
- (4) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by this Agreement, and appropriate proceeding may be brought to enforce these provisions, including the enjoining of Consultant, Sub-Consultant, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

10.2.2 During the performance of this Agreement, Consultant agrees to comply with Part 2, Chapter 2, Article X, Division 12, including Sections 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

The Consultant agrees to make good faith efforts to meet the goals for this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE") and Native American Business Enterprises ("NABE") and Female Business Enterprises ("FBE") for utilization in the work set forth within this Agreement and shall take the following action as part of their good faith efforts:

- a) Notification to MBE and FBE that the Consultant has subcontracting opportunities available and maintenance of records of the MBE and FBE responses.
- b) Maintenance by the Consultant of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.

- c) Dissemination of the Consultant EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with Sub-Consultant and Supplier.
- d) Specific and continuing written and oral recruitment efforts directed at MBE and FBE Consultant organizations, MBE and FBE assistance organizations.
- e) Sub-divisions for the contract economically feasible segments as practical to allow the greatest opportunity for participation by M/FBEs.
- f) Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases material for as many M/ FBE Sub-Consultants as possible.
- g) Adoption of the EBO Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
- h) Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on the 5th day of each month following the award of the Work set forth in this agreement.
- i) The Consultant further agree that breach of the EBO provisions contained herein shall subject them to any or all of the following penalties:
 - a) Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Consultant is in compliance.
 - b) Withholding of all future payments under the involved project until it is determined that the Consultant is in compliance.
 - c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its department or divisions until such time as the Consultant demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein.
 - d) Cancellation of the eligible project.

10.3 Georgia Immigration Compliance. The Georgia Security and Immigration Compliance Act of 2006 pursuant to O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-02 is effective as of July 1, 2007, and applies to contracts for services which are physically performed with a public entity. The Consultant is required to submit the attached Georgia Security and Immigration Compliance Act of 2006 Required Consultant Submittal, the Consultant Affidavit and the Sub-Consultant Affidavits as as attached and incorporated herein by reference. Consultant's failure to comply with this requirement shall constitute a material default in the contract, which may result in termination of this Original Agreement.

10.4 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully

paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider

or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. **Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. **Termination.**

18.1 **Termination by City for Cause.** City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 **Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the

material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and Exhibit E. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

20.14 Gratuities and Kickbacks. It shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to

solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a sub-Consultant under a contract to the prime Consultant or higher tier sub-Consultant or any person associated therewith as an inducement for the award of a subcontract or order.

20.15 Fraud and Misrepresentation. Any written or oral information provided by Consultant, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Consultant agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Consultant further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Consultant agrees to place signage provided by the City regarding the Integrity Line at the location to which Consultant's employees report to perform the services required by this Agreement. Consultant acknowledges and agrees that a finding of fraud or other impropriety on the part of the Consultant or any of its sub-Consultants may result in suspension or debarment of the Consultant; and the City may pursue any other actions or remedies that the City may deem appropriate. Consultant agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision. The City shall be entitled to adjust or exclude payments or portions of payments to Consultant found by the City to have been increased because the Consultant furnished cost or pricing data was misrepresented, inaccurate, incomplete or not current as of the date it was submitted.

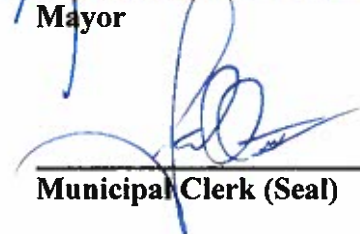
The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

Capital City Electrical Services, LLC

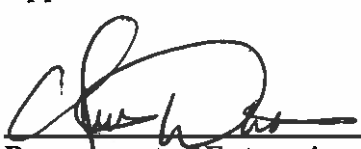


Mayor



Municipal Clerk (Seal)

Approved:

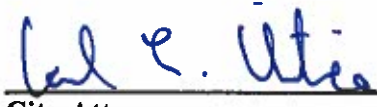


Department of Enterprise Assets Management



Chief Procurement Officer

Approved as to form:

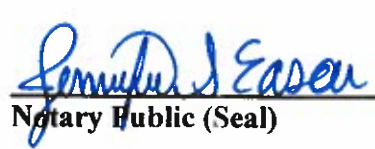


City Attorney

By:

Name:

Title:



Notary Public (Seal)

My Commission Expires: 4/3/21

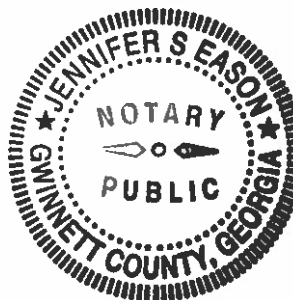


EXHIBIT A
SERVICES AND ADDITIONAL COMPENSATION TERMS

**CITYWIDE
ELECTRICAL SERVICE REPAIR AND MAINTENANCE
TECHNICAL SPECIFICATIONS**

1.0 SCOPE OF SERVICE:

This contract provides for a total comprehensive Electrical Service Repair and Maintenance proponent to provide labor, material and equipment to perform repairs/new installations, for facilities owned and operated by the City of Atlanta on an as need basis twenty-four (24) hours, seven (7) days per week basis.

1.1 SERVICE

Projects shall include, but not limited to adding additional circuits, replacing panels and sub-panels, adding dedicated lines and grounds, and replacing motors up to 25 H.P. As required, the Proponent will be held accountable for all demolition or alteration of existing system; in which case all material and debris shall be cleaned up and removed from site.

1.1.1 The following are representative services, which may be required. This is not an all-inclusive list. Other types of repairs and services may be required.

- a. Installation and removal of breaker boxes;
- b. Installation and removal of circuit breakers;
- c. Wiring for hot water heaters;
- d. Replacement of switches, outlets and wall plates;
- e. Installation of weather hoods;
- f. Repairing of lighting circuits;
- g. Installation of various heater types;
- h. Re-wiring of house-placing wire in conduits;
- i. Work on 120,208,240,277,480,600volt.Single and Three phase services;
- j. The installation, repair of lighting at various heights;
- k. The installation of sustainable devices (i.e. wall mount occupancy sensors, LED exit signs)

1.1.2 The extent and character of the services to be performed by the Proponent shall be subject to the general control and approval of the Director of OEAM or OEAM authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Director of OEAM or authorized representative(s) acting within their authority for the City. OEAM reserves the right to make changes to the contract. Any changes that are made must be approved by the Chief Procurement Officer in writing.

1.2 GENERAL

The proponent shall provide all materials and labor necessary to perform renovations, installation or alteration of electrical systems including power, lighting, fixtures and any and all other components per drawings and specifications of the City.

1.2.1 Proponent shall provide all labor and materials necessary to perform maintenance on or repair electrical systems at all City owned facilities. Including power lighting and any and all electrical related fixtures. Work may be performed on the exterior or interior of buildings.

1.3 LABOR CHARGES

All work shall be scheduled at the convenience of the City as not to interfere with the City's conducting of business. In the event the proponent is required to perform work other than Monday thru Friday from 7:30 a.m. to 5:00 p.m., and emergency call proponent shall charge no more than 1-1/2 times the fixed hourly rate for the individual performing the service.

1.3.1 This rate shall be only charged with prior authorization from an authorized designee of the requesting Department. Man hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of proponent owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. **The City shall accept no bid with a minimum charge stipulated.**

1.3.2 Regular time will be the City's normal business hours, 8:15 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the City.

1.3.3 The proponent will need to factor in travel when developing the annual cost to complete the contract.

1.3.4 Overtime will be work done at times other than normal business hours.

Proponent must have prior verbal and/or written approval to work overtime.

Holiday rates go in effect on the holidays observed by the City.

Currently these holidays are observed by the City Of Atlanta:

New Year's Day.....	January 1 st
Martin Luther King, Jr's Birthday.....	January 15 th
Memorial Day.....	May, Last Monday
Independence Day.....	July 4 th
Labor Day.....	September, First Monday
Veteran's Day.....	November 11 th
Thanksgiving.....	November, Fourth Thursday and Friday
Christmas Day.....	December 25 th

1.3.6 No additional cost (Travel charge) will be allowed for truck mileage.

1.3.7 Service calls will normally be responded to with a < Journeyman Electrician ONLY >. The City must authorize any additional personnel. If additional personnel are necessary, they are to be Apprentices unless the service requires a Master Electrician.

1.3.9 If during the course of work the proponent experiences a conflict with the plans/scope of work and the N.E.C. (National Electrical Code), the proponent shall notify the requesting Departments authorized designee or his representative before proceeding with work.

1.3.10 The proponent shall submit "as built" drawings of all additions and modifications as requested by the requesting Departments authorized designee. Drawings are to be of good and lasting quality as determined by the City authorized designee.

2.0 WORK STANDARDS

All work shall be performed according to the standards of the electrical industry and to the complete satisfaction of the City. All work shall conform to the City and City Building Codes.

2.1 All work performed by the Proponent shall be to a professional standard, complying with requirements of the latest edition of the National Electrical Code, Uniform Building Code, National Fire and Protection Agency, State and Local Building codes.

3.0 MINIMUM QUALIFICATIONS

Proponent shall employ at least one (1) Georgia Licensed Master Electrician, one (1) Licensed Electrician Journeyman, and one (1) Electrician Helper working for said Proponent at least one year prior to submission of bid. Bidders shall provide with their bid resumes and license numbers of all electricians available for this contract. Should the need arise; Proponent shall have sufficient resources to be able to respond to more than one job at a time.

3.1 PROPONENT RESPONSIBILITIES

At their expense, the Proponent shall:

1. Provide competent supervision;
2. Provide competent workers;
3. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence;
4. Perform work without unnecessarily interfering with COA activities or other Proponent(s);

5. The Proponent shall be responsible for all necessary measurements and for the accurate fitting of all work. The Proponent shall be responsible for any damage to the facility or any equipment inside during this contract. Any such damage will be repaired by the Proponent at his/her expense and to the satisfaction of City;
6. The Proponent shall be responsible for any damages to existing, driveways, sidewalks, curbs, gutters, utilities, other public facilities, or to private property caused by the Proponent's operations;
7. The Proponent shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense. Upon completion and before making application for acceptance of the work, the Proponent shall clean the work-area with the work, of all rubbish, temporary structures and equipment;
8. The Proponent shall be responsible for maintaining the work area in such a manner that the City staff may continue to work in the facility;
9. The Proponent shall be responsible (along with City) for the coordination of the operations of all trades, SUBCONTRACTORS, or materials suppliers engaged under this contract Proponent shall be a state registered Class B Proponent. Principal shall be a licensed master electrician. Contractor should possess the ability to conduct electrical testing and submit appropriate documentation, per standards of the National Inspection Council for Electrical Installation Contractors (NICEIC);
10. Contractor should possess the ability to survey control panels and installations and produce documentation including operation and maintenance manuals (O&M) and full CAD drawings, or coordination assistance for the same;
11. Contractor should possess the ability to provide project management for major electrical installations.
12. Contractor should possess the ability to conduct lighting audits, identifying lighting improvements and prepare calculations of potential cost-savings/pay-backs.

3.2 REFERENCES

The references list shall be purchasers/users of the services bid. The contact person shall be someone who has responsibility for the monitoring of the service. References from Georgia are preferred. The proponent shall include, with their bids, a list of at least five (5) current references for whom comparable work has been performed. This list shall include Company Name, Person to Contact, Address, and Telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

3.3 SUBCONTRACTORS

The Proponent shall include a list of all subcontractors with their bid. The City reserves the right to reject the successful bidder's selection of subcontractors. Specialized service beyond the reasonable capabilities of the Proponent may be subcontracted at no additional cost to the City. The Proponent accepts full responsibility for the quality and

timeliness of the subcontracted work and provides an unconditional guarantee of quality of subcontracted work, whether completed on/off-site.

3.4 SAFETY

The proponent and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, and City Safety and any other applicable rules and regulations. Also, the Proponent and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

- 4.1 All buildings, appurtenances and finishing's shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract.
- 4.2 Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor.
- 4.3 The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

5.0 EQUIPMENT

The proponent shall own and have in good repair all equipment necessary to perform the desired services, and the equipment necessary to complete related tasks.

6.0 RESPONSE TIME

The proponent shall respond to regular service calls within one (1) day, or at such an interval or schedule as mutually agreed upon by the proponent and the City. The proponent shall submit estimates for service calls

- 6.1 The proponent shall respond to request for emergency calls within two (2) hours after notification to restore power to the facility. For the purpose of this bid, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential services(s) as determined by the requesting Departments authorized designee or his representative.
- 6.2 The proponent shall provide the City with a twenty-four (24) hour emergency contact phone number.

7.0 PERMITS

It shall be the responsibility of the Proponent to comply with City and City ordinances by securing the necessary permits.

8.0 LICENSE REQUIRMENTS

All bidders doing business with the City are required to be licensed in accordance with the City's Ordinances.

9.0 COST OF MATERIALS:

All jobs quoted for repairs, new service or installs shall have material costs itemized and line item detailed.

9.1 If materials used are purchased from a local electrical supplier's stock, the successful Proponent shall charge the wholesale price as listed in the current copy of the National Price Service, Column 2 or the Column 2 price less the percentage (%) discount offered by the Proponent on the Bid Proposal Form. The National Price Service is a pricing service used by most local suppliers.

9.2 If materials have to be ordered from the manufacturer or are not listed in the National Price Service, the successful Proponent shall charge the manufacturer's suggested wholesale price.

10.0 WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City, may in writing, require the Proponent to remove any employees from work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Proponent from any responsibility regarding defective parts, equipment or service.

11.0 CONDITION OF MATERIALS

All material shall be new (unless approved in writing by the requesting Department's authorized designee or his representative and bear the U.L. listed approval for its installed application.

12.0 ESTIMATES

The proponent shall provide written detailed and itemized "NOT TO EXCEED" estimates on all projects. This estimate shall include the estimated number of hours, number and type of employees required along with their individual labor rate, estimated itemized material cost and completion date. Proponent shall respond to requests for estimates for non-emergency work with two (2) days and provide written estimates within five (5) days of the original request.

12.1 It shall be the proponent's responsibility to ensure they have all information to prepare accurate estimates. Price shall include all labor, supervision, materials, and equipment. Specialty equipment needed shall be itemized individually from other costs

12.2 Work shall only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization actual work shall not exceed the proponents estimate. Unreasonable estimates shall be deemed cause to terminate this contract.

12.2.1 The proponent shall state any discounts to apply. (Discounts must be shown for individual items unless all items have the same percentage of discounts.)

12.2.2 Firm bids are desired; bids that are not subject to any form of escalation will receive favorable consideration during the evaluation of bids. Any bid, which is subject to an open or unlimited escalator clause, may be rejected. The City reserves the right to consider any bid which may be offered subject to an escalator clause, which is based on a nationally recognized index, which permits both upward, and downward escalation.

13.0 REPAIR WORK

Repair work shall be performed at the site unless by the nature of the required repairs it would be necessary to move a component to the Proponent's shop for repair. If unit is to be down for more than twelve hours, the City will be advised and informed of the nature of repairs. The City reserves the rights to outsource services and/or parts if downtime exceeds eight (8) hours, or the vendor is unable to obtain replacement parts/components within eight (8) hours.

14.0 UNSATISFACTORY WORK

In the event the work performance of the proponent is unsatisfactory, the proponent will be notified by the City and given seven-calendar days to correct the work, at no cost to the City.

Section 22 will outline the Contract Performance Reporting and the method that will be used to report on the Proponent's work performance.

15.0 PROTECTION OF PROPERTY

The proponent shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Proponent shall replace or repair the same at not cost to the City. If damage caused by the proponent has to be repaired by the City, the cost of such work shall be deducted from the monies due to the proponent.

The Proponent shall obtain the permission of the using institution's representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Proponent shall be held reasonable for any and all accidents caused by negligence from this source. The using institution does not accept

responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

16.0 WARRANTY

Proponent shall guarantee all work for a minimum period of one (1) year, plus any period specified by a manufacturer beyond a year. The guarantee, including all equipment and workmanship, shall be unconditional/without limitations, and shall become effective upon acceptance of work.

17.0 USE OF BRAND NAMES

Unless otherwise provided in an Invitation to Bid, the name of certain brand make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it convey the general style, type, character, and quality of the article desired; and any article which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive—NOT restrictive—it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered.

18.0 LABOR AND MATERIAL PRICING

Proponent shall give an itemized and detailed labor rate quote for type personnel used along with the labor hours required for each installation and/or repair of electrical parts/and or service or that is not normally covered under the contract. This labor pricing guideline shall be used for repairing damages resulting from negligence, vandalism, fire, acts of God and war, and any other act beyond the control of the Proponent, including retrofitting and installation. For the purposes of this agreement, normal operating hours for the City of Atlanta shall be from 8:15 a.m. until 5:00 p.m., Monday through Friday.

19.0 DELIVERY

Bid must show number of days required to place material in using agency's receiving room or to complete services under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval for late delivery has been obtained from the City.

20.0 CONTRACT PERFORMANCE REPORT

Monthly, quarterly and annual Contractor Performance Reports will be completed by the COA, outlining the overall quality and quantity of services provided by the Contractor. At quarterly intervals, reports will be provided to the Contractor and OEAM's Procurement representative. If

necessary, time will be scheduled to review any deficiencies and develop a plan of action to help Contractor achieve goals.

SPECIFICATIONS

GENERAL REQUIREMENTS:

The Proponent shall furnish all equipment and material, and it shall be commercial quality from a regular product line. Prototype, obsolete and residential quality/grade equipment shall not be specified or installed in any building.

The following information is given to establish system wide standards. Vendors are encouraged to suggest technically equal but less costly alternatives.

CONDUIT:

1. Rigid: Standard I.P.S., hot galvanized threaded steel conduit with smooth interior surface, free of obstructions, zinc coated threads.
2. Thin wall: Electro-galvanized "electrical metallic tubing" of cold rolled steel, electrically welded. Smooth interior surface free of obstructions.
3. Aluminum: Will not be allowed.
4. Flexible: Flexible steel conduit, formed of one continuous length of Electro-galvanized spirally wound steel strip.
5. Liquid Tight Flexible: Flexible steel conduit formed in one continuous length of electro-galvanized spirally wound steel strip, with neoprene jacket.
6. PVC: Schedule 40 CPVC, gray color-coded.

CONDUIT FITTINGS

1. Rigid conduit fittings: Threaded type galvanized malleable iron or heavy steel water and concrete tight. Metallic nylon grounding type insulated bushings with double lock nuts for all connections at cabinets, boxes, and gutters.
2. Thin wall conduit fittings: Compression type galvanized malleable iron or steel rain and concrete type. Connector fittings have nylon-insulated throats. Pressed dimple type and setscrew type will not be allowed.
3. Flexible conduit fittings: Squeeze or screw type, galvanized malleable iron or steel, with nylon insulated throats.
4. Liquid tight flexible conduit fittings: Galvanized malleable iron or steel, liquid tight with neoprene gaskets, "O" ring and retainer, nylon insulated throats.
5. PVC conduit fittings shall be Schedule 40 rated, gray color-coded.

WIRE AND CABLE

All wire and cable to be new, unused, copper conductor. All wire sizes number 12 and larger to be stranded; number 14 and smaller, solid. Minimum size shall be number 12 AWG unless otherwise specified. Wire and cable shall have size, grade of insulation, voltage rating, and and. manufacturers

name permanently and legibly marked on outer covering at two feet intervals. All 4.4.1 NEC grade insulated to 600 volts by ASTM standards, unless otherwise indicated. Color-coding in accordance with current National Electric Code.

- 1 Type THWN/THHN shall be used for panel branch circuits. THHN minimum size number 12 stranded with green colored insulation shall be used for grounding and bonding conductor.

CONNECTORS

Provide UL-listed factory fabricated, solderless metal connectors of sizes, capacity ratings, materials, types, and classes for applications and for services indicated. Use connectors with temperature ratings equal to or greater than those of the wires upon which used.

USE OF CONDUIT AND FITTINGS

Conduit systems shall be used for all wiring, lighting, power, telephone and control, with the exception of direct burial cable, used for high voltage. The minimum size for conduit shall be 3/4 inches. Where specified size is not called for on drawings or in specs, select size required from current NEC standards. Where specified size required by drawings or request are larger than code required; the larger size shall be installed.

1. Conduit system mechanically and electrically continuous from outlet to outlet and to all cabinets, junction boxes, or pull boxes. Conduit shall enter and be secured to all cabinets and boxes in such manner that all parts of the system will have electrical continuity.
2. All conduits are to be concealed, unless otherwise specified or dictated by local codes.
3. Conduit passing through fire rated members to be installed as not to reduce the rating of the fire separation. O.Z. type "fireseal" devices or other means approved by the City or local code ordinances have jurisdiction to be used at all penetrations.
4. Exposed conduit to be routed in parallel lines to building construction. No conduit to be installed loose from any piping installed by other trades.
5. Conduit is to be securely fastened at intervals as follows: Five-foot spacing up through and within three feet of each box, cabinet or fitting. Fasteners: one-hole malleable straps, mineral changers, or split pipe hangers. Multiple runs of conduit uniformly spaced and supported on channels; standard anchorage by self-drilling anchors and bolts, or concrete inserts. Any form of strap iron or wire hangers will not be allowed.
6. Expansion joints for exposed conduit shall consist of a sleeve with fittings to provide for telescoping of one of the conduits into sleeve. Movable conduit fitted with insulated bushing joint.
Weatherproof; made of malleable iron with corrosion resistant covering.
7. Rigid conduit shall only be used when specified.
8. Flexible conduit will be used in the following locations: Connection to cabinet unit, fans, and similar small equipment not exposed to rain or water drip. Connections from junction box to lighting fixtures in accessible ceilings as permitted by code.

minimum, shall be secured to the walls with inserts embedded in the wall, and not less than 1/4 inch - 20 brass machine bolt, with nut and washers.

1. Service entrance equipment
2. Provide service entrance equipment and accessories, as requested by the City of Atlanta Maintenance Department.

CIRCUIT BREAKERS:

Except as otherwise indicated in drawings, provide circuit breakers and auxiliary components, of types, sizes, ratings, and electrical characteristics indicated, which comply to local codes, Facilities Management building standards, and as required for a complete installation. Replacement of circuit breakers shall be like for like breaker or better. Any circuit that is replaced, worked on, added to/ or derived from any Panel shall be labeled.

TRANSFORMERS:

Transformer change-outs will be coordinated through the Facilities Management Department. Proponents are not to provide this service under their own volition.

1. **COVER PLATES:** All exposed decorative cover plates for switches, receptacles or boxes that must be replaced due to damage or any other reason shall be replaced like for like plate.

2. **LIGHT FIXTURES**

Fixtures, if replaced or newly installed, shall be mounted level and uniform.

Furnish all canopy atoms, hangers, structural members and accessories required for proper mounting of light fixtures. Wire all fixtures as specified in drawings or NEC Standards.

Lighting circuits shall be 277 VAC, (if possible) and switched or as directed. Do not switch from circuit breakers.

MOTORS AND MOTOR SWITCHES

1. All motor circuits one HP or greater, shall be 480 volt, 3-phase, 60Hz. (If possible) or as directed.
2. Disconnect switches shall be utilized at all air conditioning, evaporative cooling, kitchen equipment, and other motorized equipment.
3. All motor replacements shall be coordinated through the Facilities Management Department.

HIGH VOLTAGE SYSTEMS

ALL high voltage electrical systems repair and/or service must be coordinated through the City of Atlanta Maintenance Department and with the Proponent.

If electrical power outage is necessary, Proponent shall coordinate this activity through the City of Atlanta Maintenance Department.

CABLE LINES

1. Cable lines underground: Proponent shall excavate underground cable lines to isolate fault. Excavation may require five-foot depth. Repairs/splicing shall not be attempted. Replacement of the entire cable line is the only acceptable procedure. Cable is to be replaced with like cable. Visually inspect enclosure for cleanliness, sign of rodents, and presence of water. Where appropriate, check drains for blockage. All work will be coordinated through the City Of Atlanta.

2. Cable lines aboveground: Inspect overhead distribution system, ensuring that poles, cross arms, insulators, guy wires, braces, lightning protections, etc. are in good condition. Also ensure that trees or other obstructions are not interfering with systems. Cable lines that have been damaged or decayed are to be repaired by hot line crimp-type splicing. Staff of City of Atlanta Maintenance, Supervisor, will inspect work

SWITCH GEAR:

Proponent shall, upon request of Facilities Management, clean switchgear and housing using vacuum and hand wipe procedure only. Lugs, connectors, and disconnects are to be inspected for tightness and electrical continuity after clean up. All connections should be checked for insulation breakdown (i.e. cracking or burning). All switching should be exercised manually to ensure proper and smooth operation. Confirm that proper size fuses are used and adequate spares are on hand. Tighten all switchgear and transformer cable and bus connections; particular attention shall be paid to primary connections. In lieu of physically checking every connection, an Infrared Scan may be performed to identify loose connections.

TRANSFORMERS:

Pad and pole transformers are to have oil removed, filtered, reused and topped off, if this service is found to be necessary by Proponent. All lugs and taps are to be checked for tightness. Coil windings are to be checked for proper output requirements per manufacturer's data.

REPLACEMENT OF:

Circuit breakers, GFI'S, capacitors, and fuses shall be replaced if found to be defective.

TESTING ALL CIRCUITS:

1 Prior to energizing any circuit, test wiring for electrical continuity and for short circuits. Make sure electrical polarity is maintained. Run low voltage tests on switching and electrical device - ensuring compliance with specifications or local codes.

ORIGINAL

ORIGINAL

EXHIBIT A.1 -COST PROPOSAL
CITY WIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES

INSTRUCTIONS:

Please state the **Total Firm Fixed Hourly Rate per position**. These fixed hourly rates must include all expenses (e.g. personnel, administrative, training, quality control, etc.) that will be assumed by the Proponent for electrical repairs on an as needed basis. Price shall include all labor, supervision, materials, and equipment. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of proponent owned or rental equipment is not chargeable directly but is overhead costs and shall be included in the hourly rate. These rates should also be the same for any emergency request made by the City for additional service. An emergency request shall have a rate no more than 1 -1/2 times the fixed hourly rate for the individual performing the service. **The City shall accept no bid with a minimum charge stipulated.**

Additionally, provide a supplemental cost sheet individually itemizing specialty equipment, including all potential project and professional costs not listed below.

Fixed Hourly Rates:

Master Electrician	\$ <u>65.00</u>	Per Hour
Licensed Electrician Journeyman	\$ <u>55.00</u>	Per Hour
Electrician Helper	\$ <u>40.00</u>	Per Hour

I certify that I will honor the above-referenced Firm Fixed Hourly Rates for the duration of the Contract.

Dated the 15 day of June, 20 18.

Corporate Proponent:

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:

Capital City Electrical Services

By: _____

Name: Jerry Wartko

Title: Owner

Jennifer J. Eason

Notary Public (Seal)

My Commission Expires: 4/3/21

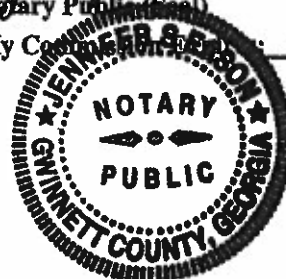


EXHIBIT B
DEFINITIONS

B-1

EXHIBIT B **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Service Provider under this Agreement.

"City Security Policies" means the policies set forth in **Exhibit D**.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Facility" or **"Facilities"** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or **"Parties"** means City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Third Party" means a Person other than the Parties.

EXHIBIT C
AUTHORIZING LEGISLATION

18 - R - 4160

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE, TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT FOR FC-10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES WITH CAPITAL CITY ELECTRICAL SERVICES, LLC., ON BEHALF OF THE DEPARTMENT OF ENTERPRISE ASSETS MANAGEMENT ("DEAM") IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$798,000.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") solicited proposals for FC-10398, Citywide Electrical Services to provide repair and maintenance services for City facilities; and

WHEREAS, after reviewing and evaluating the proposals, the Director of Facilities Maintenance recommends awarding to the most responsive and responsible offeror, FC-10389, Citywide Electrical Services with Capital City Electrical Services, LLC., for an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and No Cents (\$798,000.00); and

WHEREAS, the initial term of the Contract will be for a period of three (3) years with two (2), one (1) year renewal options to be exercised at the sole discretion of the City; and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by the successful offeror have been processed in accordance with Section 2-1214 of the Procurement Code and that award of the contract is appropriate; and

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute FC-10389, Citywide Electrical Services with Capital City Electrical Services, LLC on behalf of DEAM in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and No Cents (\$798,000.00).

BE IT FURTHER RESOLVED, the initial term of the Contract will be for a period of three (3) years with two (2), one (1) year renewal options to be exercised at the sole discretion of the City.

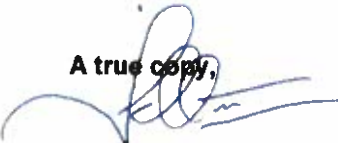
BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from **Department of Enterprise Assets Management** -1001 (General Fund) 040402 (EXE Facility Maintenance-City Hall) 5212001 (Consulting/Professional) 1565000 (Gen Gov.- Bldgs./ & Plant)-\$200,000.00; **Department of Parks and Recreation**- 1001 (General Fund) 140201 (PRC Parks Administration) 5212001 (Consulting/Professional) 6210000 (Park Administration)- \$300,000.00, 1001 (General Fund) 140301 (PRC Recreation Administration) 5212001 (Consulting/Professional) 6110000 (Culture/Recreation Administration)-\$50,000.00; **Department of Corrections**- 1001 (General Fund) 090307 (Corrections Facility Maintenance) 5222001 (Repair & Maintenance-Buildings)3420000 (Adult Correctional Institute)-\$18,000.00; **Department of Aviation**- 5501 (Airport Revenue Fund) 180303 (DOA Aviation Maintenance)

5222001 (Repair & Maintenance-Buildings)3420000 (Adult Correctional Institute)-\$18,000.00;
Department of Aviation- 5501 (Airport Revenue Fund) 180303 (DOA Aviation Maintenance)
5212001 (Consulting/Professional) 7563000 (Airport)- \$80,000.00; **Department of Public**
Works- 5401 (Solid Waste Services Revenue) 130501 (DPA Solid Waste Admin) 5222001
(Repair and Maintenance Buildings) 4510000 (Solid Waste Administration)-\$50,000.00; **Atlanta**
Police Department- 1001 (General Fund) 240202 (APD Police Stations & Buildings) 5222001
(Repair and Maintenance-Bldg.) 3260000 (Police Stations and Build)- \$100,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the Contract for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Contract will not become binding upon the City, and the City will incur no liability under it until the Contracts are executed by the Mayor, attested by the Municipal Clerk, approved by the City Attorney as to form and delivered to the Contractors.

A true copy,


Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

OCT 01, 2018
OCT 10, 2018

EXHIBIT D
CITY SECURITY POLICIES

SECTION 00001

PART 1 – GENERAL

SCOPE

- A. The Contractor shall be responsible for conducting all work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public.
- B. All Construction shall be conducted in accordance with the latest applicable requirements for part 1926 of the Occupational Safety and Health Regulations for Construction, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the work and the precautions necessary to conduct the work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes and facilities at the treatment plant or jobsite, it shall be the Contractor's responsibility to determine such information prior to beginning the work.

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. All barricades must the Manual of Uniform Traffic Control Devices (MUTCD) Standards.
- B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage. The Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall no cease until the project has been accepted by the owner.

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

The work under this section includes, but is not necessarily limited to the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 STORAGE AND PROTECTION

A. STORAGE

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the city representative.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the city.
3. Packaged material shall be delivered in original unopened containers and so stored until ready for use.
4. All material shall meet the requirements of these specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

B. PROTECTION

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed foreign material and damage by water, breakage, vandalism or other causes.
2. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.
3. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the city representative and at no additional cost to the owner.

4. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending shall be stored with one end elevated to facilitate drainage.
5. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps, e.g., have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner.

STANDARD OPERATING PROCEDURES DEVELOPMENT

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

- A. The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed work, and shall abide by the requirements of all governmental agencies having jurisdiction over the work or Contractor's project operations.
- B. The Contractor shall protect all work including but not limited to excavation and trenches, from rain water, surface water and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures and equipment necessary to protect and keep the work free of water. Completed work and stored products shall be suitably protected during unseasonable weather to allow work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather conditions.
- C. Any area used or involved in the project that is disturbed by the Contractor, shall be restored to the original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY'S SECURITY REQUIREMENTS

- A. Contractor must comply with City's security requirements for all job sites and DPCD facilities. The City shall provide copies to the Contractor.
- B. Contractor must cooperate with City on all security matters and must promptly comply with any project security arrangements established by the City.
- C. It is the Contractor's obligations to comply with all applicable governmental requirements and regulations and to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

1.02 SECURITY PROGRAM

- A. The Contractor shall comply with the site security program at all times on City facilities.
- B. The Contractor shall maintain the security program throughout the Contract duration.
- C. The Contractor and his subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.
- D. The Contractor shall provide the owner with a list of 24-hour emergency phone numbers including chain of command.

1.03 ENTRY CONTROL

- A. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.
- B. The Contractor shall allow entry only to authorized persons with proper City-approved identification.

All Contractors/Subcontractors will be required to have their personnel working at these facilities photographed for an I.D. badge before they start work.

- C. The Contractor shall maintain a current Employee Log of employees performing work on site and a Visitor Log and make the log available to the City upon request. This log shall be available to the Owner upon request and submitted to the Owner

as necessary.

- D. The Contractor shall require all employees performing activities on site to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.
- E. The City has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the safety, security, or conduct rules as outlined.

1.04 BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights, danger signals and other precautionary measures for the protection of persons or property and of the work as necessary.
- B. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting adequate barricades, signs, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense.
- C. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the City has been accepted in writing the Project.

1.05 RESTRICTIONS

The Contractor shall not allow cameras on site or photographs taken except with approval of the City.

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.

- 1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position. Record of satisfactory drug/alcohol testing for two years will be provided for those contractor employees with CDL. Proof of citizenship or work status will be provided for each contract employee.

2. Security Education and Awareness training applicable to the job.
3. SOPs for safeguarding City equipment, supplies and property.
4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
5. Established process for identification of employees PFD including location. Emergency notification procedures.
6. If applicable, procedures for entry permits and badges. Procedures for returning badges upon termination of employment.
7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
8. Emergency evacuation procedures including accounting for employees at a safe haven.
9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or DPCD project manager.
10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.

B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:

1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
2. Generally address safe work procedures for the activities within the Contractor's scope of work.
3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.
4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.
5. Include provisions to protect all of the Contractor's employees, other persons and organizations that may be affected by the work from injury, damage or loss.

6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.
 7. Include a site-specific emergency action and evacuation plan.
 8. Include Hazard Communication/Right To Know Program.
 9. Include security procedures for the Contractor's work, tools, and equipment.
 10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.
 11. Address any other contract specific requirement, including the requirements of Section 01011, Unique Requirements of these specifications.
- C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
 - D. Review of the Contractor's Safety Plan by the City shall not impose any duty or responsibility upon the City for the Contractor's performance of the work in a safe manner.
 - E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.
 - F. The Contractor shall provide the City with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan as requested.

1.07 PROJECT SAFETY COORDINATOR

- A. The Contractor shall be responsible for the safety of the Contractor's and Engineer's employees, the City's personnel and all other personnel at the site of the work caused by their operations.
- B. If applicable, the Contractor shall have a Project Safety Coordinator, as required under GC-18, Paragraph F.
- C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

- A. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by Contractor's employees are turned in to the appropriate Facilities Manager.
- B. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- C. Should the Contractor dismiss employees who have been given access to City facilities while the contract is in force, the Contractor will advise the City Security office.
- D. The City may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
 - 1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.
 - 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
 - 3. Theft, vandalism, immoral conduct of any other criminal action.
 - 4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.
 - 5. Vehicle accident while on City property or driving City equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive City equipment on City property if driving privileges have been withdrawn by the State of residence.
- E. All employees shall be required to sign in and out on a designated log sheet. All employees shall be required to sign in and out on a designated log sheet.
- F. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, appropriate photo I. D. badges to be furnished by the Contractor and approved by the City.
- G. Prior to the beginning of each workday, the Contractor shall file with the Department Security representative a list of all employees to be used at the work site. Employee names will be checked using this list and a State or Contractor issued photo I. D. card at the entry gates. Employees not named on the list or without appropriate identification will not be allowed entry.

- H. No one under age sixteen is permitted on the premises after normal working hours. Contractor's employees are allowed on premises only during the specified hours and only when working on this contract. No Contractor employee will be allowed on the premises when not specifically working on this contract at predetermined times and dates.

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

- A. All employees and agents of the Contractor must adhere to and abide by the contract documents and project rules.
- B. By Signing this Employee Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

I further acknowledge that I have been briefed on specific hazards, hazardous substances that are on-site and the site emergency action procedure.

C. **PROHIBITED ACTIVITIES:**

1. Unauthorized removal or theft of City property
2. Violation of safety or security rules or procedures
3. Possession of firearms or lethal weapons on jobsite
4. Acts of sabotage
5. Destruction or defacing City property
6. Failure to use sanitary facilities
7. Failure to report accidents or job related injuries
8. Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
9. Wearing shorts or tennis shoes on the jobsite
10. Failure to wear a hardhat/safety glasses as required by law.
11. Gambling at any time on the project
12. Fighting, threatening behavior, or engaging in horseplay on the project
13. Smoking in unauthorized areas on the project
14. Open fire cooking or making unauthorized fires on project property
15. Selling items or raffles without authorization
16. Use of unauthorized cameras on the project
17. Use of radio or television in the construction area
18. Failure to park personal vehicle in authorized parking area
19. Failure to wear designated identification [Site Specific]
20. Failure to use designated gates
21. Use or storage of unauthorized chemicals or substances on site.

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

(END OF SECTION)

EXHIBIT E
DISPUTE RESOLUTION

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Consultant contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

3. If a dispute or disagreement cannot be resolved informally Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Keisha Lance Bottoms
Mayor

SUITE 5100
68 MITCHELL STREET
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

May 18, 2018

RE: FC-10398 – Citywide Electrical Repair and Maintenance

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for SBE participation for this project and the SBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

TABLE OF CONTENTS

Policy Statement	1
Implementation of SBO Policy	2
Determination of Non-discrimination During Bid Process	2
OCC Review of Bidder Submissions.....	3
Equal Business Opportunity Program Bid.RFP Submittals.....	4
Monitoring of SBO Policy	4
Implementation of EEO Policy	4
Monitoring of EEO Policy	4
Small Business Opportunity SBE Goals for This Project.....	5
Small Business Opportunity Program Reminders	6
Covenant of Non-discrimination (SBO-1).....	7
SBO Subcontractor Contact Form (SBO-2)	8-9
SBO Subcontractor Utilization Plan (SBO-3)	10
Letter of Intent	11-12
Termination/Substitution Form.....	13
WorkSource Atlanta Determination of Applicability	14

CITY OF ATLANTA
SMALL BUSINESS OPPORTUNITY PROGRAM
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis size as it relates to revenue and number of employees. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed its' various diversity inclusion programs. The purpose of the Small Business Opportunity Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting Small Business Enterprises (SBEs) to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources.

It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of these programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including firms that are Small Business Enterprises themselves must comply with the City of Atlanta's SBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of SBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as subcontractors and/or suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit SBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business, certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an SBE, the SBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an SBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

(a) **Receipt of Complaint of Discrimination in the Bid Process**

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) **Determination of Violation of SBO Process**

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) **Office of Contract Compliance Determination of Non-Compliance**

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Small Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring of SBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

Equal Business Opportunity SBE GOALS for this Project

Project No.: FC-10398 – Citywide Electrical Repair and Maintenance

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

238210 Electrical Contractors

The above referenced dominant NAICS code(s) was/were used for the purposes of calculating the appropriate participation goal(s). However, COA certified SBE Prime proponents responding to this solicitation may consider any COA certified SBE firm(s) that perform a commercially useful function in the execution of the project to be eligible for participation credit.

The availability of certified SBE firms for the procurement categories in the various scopes associated with this project is:

35% SBE

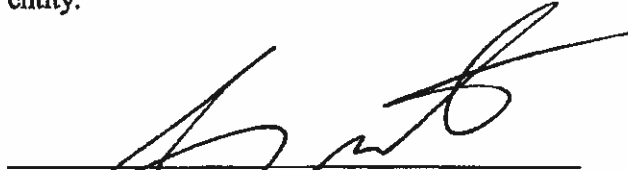
Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

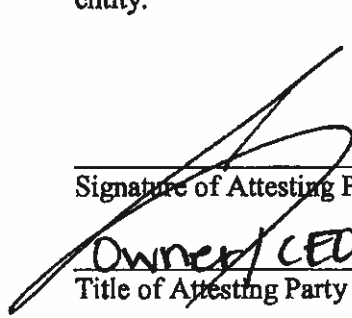
1. **Certification.** It is the prime contractor's responsibility to verify that all SBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
4. **SBO/EBO Ordinance.** The SBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <http://atlanta.prismcompliance.com/DirectRequest.ashx?t=100&j=jggizwSWWYnRk55uW%2Bijonkgm04tizEb>. You may search by "Industry" for a list of firms in that category or search for a specific company under "Company Name". You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBO-2 and SBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.



Signature of Attesting Party



Owner/CEO
Title of Attesting Party

On this 15 day of June, 20 18, before me appeared Jerry Wartko, the person who signed the above covenant in my presence.



Notary Public

Seal



FORM SBO-1

List all subcontractors or suppliers (SBE and Non-SBE Certified) that were contacted regarding this project.

FORM SBO-2 (Page 1 of 2)

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Ethnicity of SBE Business Ownership (see code below)	SBE Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (M/FBE and DBE Certifications Will NOT Suffice for This Procurement)

Company Name: Capital City Electrical Services, LLC. Project Name: Repair & Maintenance Services FC#: 10398

Printed Signature: [Signature] Date: 6/15/18

SMALL BUSINESS OPPORTUNITY - JB CONTRACTOR PROJECT PLAN
SUB CONTRACTOR/SUPPLIER UTILIZATION

List all Majority, SBE Certified, and Non-SBE Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NAICS Code	Type of Work to be Performed	Ethnicity of SBE Ownership (see code below)	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Mid-State Electric	Airmis Thomas 6812 Louis Dr. Locust Grove, GA 30243 (678) 478-0864		238210	electrical contractor	AABE			35%

Total SBE% 35

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (M/FBE and DBE Certifications Will NOT Suffice for This Procurement)

City Wide Electrical Repair

Proponent's Company Name: Capital City Electrical Services, LLC. Project Name: 4 Maintenance Services FC#: 10398

Proponent's Contact Number: 770-821-6099 Printed Signature: [Signature] Date: 6/15/18

SBO-3

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# 10398

Proponent

Name: Capital City Electrical Services, LLC.
Address: 1346 Oakbrook Dr. #170A
City: Norcross State: GA Zip: 30093

Subcontracting Firm:

Firm Name: Mid-State Electric
Address: 6812 Lewis Dr.
City: Lowest Grove State: GA Zip: 30248

Sub firm Contact Person:

Name: Airmis Thomas Phone: (678) 478-0854

Firm is performing as: ☐ Non-certified Sub ☒ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: 2018-23-060

Work Item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
	<u>electrical services</u>		<u>35%</u>
TOTAL Diversity% Credit Claimed for this Contractor			<u>35%</u>

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above.
The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: 35 %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Airmis Thomas Owner
(Print name) (Title)
[Signature] 6/15/18
(Signature) (Date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**DIVERSITY FIRM TERMINATION/SUBSTITUTION
ACKNOWLEDGEMENT FORM**

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
 - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (i); and
 - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
 - (i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract;
 - (ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (vi) [OCC] has determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
 - (vii) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (viii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
 - (ix) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;
 - (x) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ACDBE] or non-DBE/[ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime:

Capital City Electrical Services LLC.

Contract

No.:

Signature:

Name:

Jerry Wartko

Title:

owner / CEO

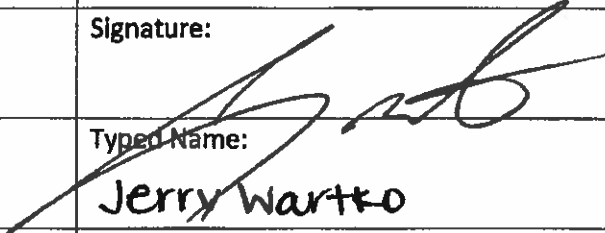
Date:

6/15/18

CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name: Capital City Electrical Services, LLC.
Signature:	Signature: 
Typed Name:	Typed Name: Jerry Wartko
Title:	Title: Owner
Date:	Date: 6/15/18

APPENDIX B: INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-10398 City Wide Electrical Services

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,**

- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement:

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the contract value** and for the duration of the task order.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

End of Document



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Tabb Insurance Agency 2435 Wall Street Suite 102 Conyers, GA 30013	CONTACT NAME: Crystal Pulliam		
	PHONE (A/C No. Ext): (770) 483-1800 x 23	FAX (A/C No.): (770) 785-4185	
	E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com		
INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Donegal Mutual Insurance Company		13692
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CPP8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	CA8940775	10/24/2018	10/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$	Y	Y	CXS8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC8940775	10/24/2018	10/24/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPP8940775	10/24/2018	10/24/2019	\$500 Deductible
A	Business Personal Property			CPP8940775	10/24/2018	10/24/2019	\$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Special Procurement (SP-#10645-PL) .Emergency Backup Generator for Renew Atlanta
City of Atlanta as its interest may appear is Additional Insured regarding General Liability on a Primary and Non-Contributory basis per form CGD 90 36 05 15
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATION - AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT with Waiver of Subrogation per form CGD 09 06 07 15 SILVER SERIES PLUS PREFERRED GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT. City of Atlanta is Additional Insured regarding Automobile Liability per form CA 20 48 02 99 DESIGNATED
INSURED. Waiver of Subrogation in favor of City of Atlanta applies to Automobile Liability per form CAD 09 04 05 08 SILVER...

CERTIFICATE HOLDER

Email: PLOWE@AtlantaGa.Gov

City of Atlanta
Enterprise Risk Management
68 Mitchell Street, Suite 9100
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CA16071015350992

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY The Tabb Insurance Agency		NAMED INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE 13692		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** _____

SERIES PLUS BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT and Workers Compensation per form WC 00 03 13 (4-84) WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT. Umbrella follows form per CUD 90 05 03 06 CONTRACTOR'S LIABILITY FOLLOWING. 30 Day Notice of Cancellation to Certificate Holder per form ILD 90 07 03 11 NOTICE OF CANCELLATION TO OTHERS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2018

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PRODUCER The Tabb Insurance Agency 2435 Wall Street Suite 102 Conyers, GA 30013	CONTACT NAME: Crystal Pulliam		
	PHONE (A/C, No, Ext): (770) 483-1800 x 23 FAX (A/C, No): (770) 785-4185 E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com		
INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Donegal Mutual Insurance Company		13692
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INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	CPP8940775	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	CA8940775	10/24/2018	10/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC8940775	10/24/2018	10/24/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPP8940775	10/24/2018	10/24/2019	\$500 Deductible \$250,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Special Procurement (SP-#10645-PL) Emergency Backup Generator for Renew Atlanta
City of Atlanta as its interest may appear is Additional Insured regarding General Liability on a Primary and Non-Contributory basis per form CGD 90 36 05 15
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATION - AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT with Waiver of Subrogation per form CGD 09 06 07 15 SILVER SERIES PLUS PREFERRED GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT. City of Atlanta is Additional Insured regarding Automobile Liability per form CA 20 48 02 99 DESIGNATED
INSURED. Waiver of Subrogation in favor of City of Atlanta applies to Automobile Liability per form CAD 09 04 05 08 SILVER...

CERTIFICATE HOLDER

Email: PLowes@AtlantaGa.Gov

City of Atlanta
Enterprise Risk Management
68 Mitchell Street, Suite 9100
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 3 of 8)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
- (a) directly or indirectly, had a business relationship with the City?
- | | | |
|--|-------------------------------------|--------------------------|
| | YES | NO |
| | ☒ | ☐ |
- (b) directly or indirectly, received revenues from the City?
- | | | |
|--|-------------------------------------|--------------------------|
| | YES | NO |
| | ☒ | ☐ |
- (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?
- | | | |
|--|-------------------------------------|--------------------------|
| | YES | NO |
| | ☒ | ☐ |
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer) been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below. [Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:
- (a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
- (b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:
- | | | |
|--|--------------------------|-------------------------------------|
| | YES | NO |
| | ☐ | ☒ |
-
-
-

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 4 of 8)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen, suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality. Details of the Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each Respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 5 of 8)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 6 of 8)

h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract; and

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 7 of 8)

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure and Declaration Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ **(name) this** ____ **day of** _____, 20__.

Notary Public of _____ **(state)**

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

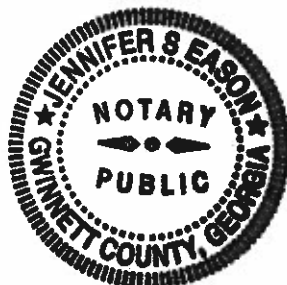
Printed Name of Entity or Partnership: Capital City Electrical Services, LLC.

Signature of authorized representative: _____

Title: owner/CEO

Date: 6/15, 20 18

Subscribed and sworn to or affirmed by Jennifer S Eason **(name), as the**
Account Manager **(title) of** Capital City Electrical **(entity or partnership name)**
this 15 **day of** June, 20 18.



Jennifer S Eason
Notary Public of Georgia **(state)**
My commission expires: 4/3/2021

Required Submittal FORM 6

Proponent Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER
Jerry Wartto	owner/CEO	1346 Oakbrook Dr. Stc. 170A Norcross, GA 30093	770-821-6099		Warttoj@cclect.com
Jenni Eason	Account Manager	1346 Oakbrook Dr. Stc. 170A Norcross, GA 30093	770-821-6099	678-410-4854	jennifere@cclect.com

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

CAPITAL CITY

ELECTRICAL SERVICES LLC
RESUME COMMENTS

Capital City Electrical Services, Inc. understands the City's desire to know the personnel who will be utilized on this contract. However, other than the two main positions of President and the Sales Manager who represent the Relationship/Account Manager positions it is difficult to specifically name the persons who will absolutely be used to service this account.

Due to the complexity and potential size of the contract work, the field and logistical support team is another matter. Given that Capital City has multiple positions of Dispatcher, Billing Assistant, Master Electricians, Journeymen and Helpers. Additionally, and beyond the requirements of the contract documents, we would also have the involvement of a Sales Coordinator and Customer Service Rep to assist in the administration of the contract.

For these reasons we have not included specific resumes or work histories of individuals since it would be too burdensome and frankly limiting to the level of service and care we would apply to the account.

Suffice to say that Capital City is more than capable of providing the level of expertise necessary to meet and exceed the confidence level the City needs at any time the City might request that information. Therefore, in our view, and anticipating the City's understanding, limiting our personnel utilized for this contract to a few specific individuals would be a disservice to the City and be more disruptive than helpful.

A CONSTANT CURRENT OF EXCELLENCE

1348 Oakbrook Drive Suite 170A Norcross, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM

Jerry Wartko – Resume

4955 Avalon Ridge Pkwy, Ste. 100, Norcross, GA. 30071
770-449-0200

Summary

Experienced President and General Manager of three major Electrical firms in the U.S. Knowledgeable of all facets of business operations including P&L, Human Resources, Sales and Service Operations Management

- Over thirty years of experience in the commercial and industrial segment of the electrical industry
- Designed and built projects for the petrochemical and Natural gas industry for over fifteen years
- Fifteen years of design build experience that was performed in Houston, TX and fifteen years in Atlanta, GA.
- Worked in Class1 Div1 locations for Exxon USA, Cowboy Pipeline, Calgon, Shell Oil

Work Experience

Present Position: President and CEO of Capital City Electrical Services, Inc.
since 2006

Previous Work Experience: General Manager, LMI Electrical, Atlanta, GA.

Various Positions, McBride Electric, Houston, TX

MAJOR PROJECTS COMPLETED:

Class 1 Div. 1

Luberzal USA Peachtree City GA

Installation of a 5 story tower for chemical mixing process. Class 1 Div.1 installation.

Gwinnett Co Landfill

Installation of control wiring for flares to burn methane gas on landfills
Class 1 Div.1 installation

Calgon

Ongoing contract at the petrochemical plant. Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX. All work Class1 Div.1 (design build)

RESUME

Jerry Wartko – Resume (cont.)

RESUME

Exxon USA

Ongoing contract at the petrochemical plant and Fuel Dispensing Stations.
Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX.
All work Class1 Div.1 (design build)

Shell Oil

Ongoing contract at the petrochemical plant and Fuel Dispensing Stations.
Installation of controls, lighting, pumps, Tank Farm wiring. Pasadena TX.
All work Class1 Div.1 (design build)

Cowboy Pipeline

Installation of flow meters, valve controls, leak detection, high and low
pressure switches etc. for natural gas pipelines throughout Houston TX. All
Class1 Div1 installation (design build)

Gatex

Wiring of Natural Gas metering skids. Skids were designed for metering the
amount of gas loaded on a ship from the tank farm or from the pipeline. All
Class1 Div.1

Lynchburg Shipyard

Wiring of ocean going barges. Wiring for welding as well as fuel pumping.
Pasadena TX Class1 Div1 installation (design build)

Gaylord Containers

Installation of wiring for pump and controls for chemical to make plastic
drums. Atlanta GA
Class1 Div.2

Clorox

Wiring of motors and controls for Chlorine processing equipment
Class1 Div2
Atlanta GA & Houston TX

EDUCATION:

Norwalk State Tech. EE
Independent Electrical Contractors

ACCREDITATION:

Master Electrician
Senior Estimator Design/Build
Lighting Specialist GE and Cooper Lighting School
OSHA Certified

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following Addenda for FC-10398;
City Wide Electrical Repair and Maintenance Services:

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the 15 day of June, 2018.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

Capital City Electrical Services, LLC.

By: _____

Print Name: Jerry Wartko

Title: owner

Jennifer S Eason

Notary Public (Seal)

My Commission Expires: 4/3/21





CAPITAL CITY



ELECTRICAL SERVICES LLC

MANAGEMENT PLAN

Capital City Electrical Services, LLC. has an established and well-earned reputation as a high quality, customer-friendly and organized electrical services company. Specializing in direct end-user relationships in both demand electrical services work and design build projects has given us the experience to provide what's really needed to properly service customers.

As a result, we have developed a management system that lends itself well to fulfilling the needs of large governmental entities such as the City of Atlanta. It is centered on the following prime guiding principles and beliefs:

- Quality and professional leadership of the organization
- Regular management involvement with the customer to ensure quality communications
- Second and Third tier responsibilities to ensure details are not missed
- Assigned responsibilities to specific logistics personnel
- An established customer problem response process to quickly resolve issues that arise
- Well –educated and credentialed field workforce in company vehicles and uniforms

The above points, coupled with a diverse and adequate field workforce, the front-end coordination and customer interaction policy results in quality and mutually satisfactory business relationships with our clients.

A CONSTANT CURRENT OF EXCELLENCE

1346 Oakbrook Drive Suite 170A, NORCROSS, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM



CAPITAL CITY



ELECTRICAL SERVICES LLC

For purposes of this contract, a senior level employee, the Sales Manager, and one of his direct reports will be an upper level contact and coordination team for the overall performance of the contract and resolution of all issues that may arise.

We are currently applying those company guidelines very successfully in formal service contracts with clients such as Fulton County Schools, Cobb County Water Management, Cobb County General Services, Hall County and others. Additionally, we have contracts and do work with City of Atlanta Schools and Parks & Recreation.

Operationally, when a contract customer calls in a work order the work will be scheduled as soon as possible by the Service Dispatchers. Depending on the severity of the problem, we will elevate its status accordingly and respond appropriately. Additionally, Capital City has electricians on call 24/7 to respond to emergencies during off-hours.

Service calls are followed up on a frequent basis by our customer service reps who contact the customer after work is completed to assess the customer's satisfaction level, uncover problems or concerns and, if necessary, initiate corrective actions through the proper channels within Capital City, progressing, if needed, all the way to the CEO level for resolution.

A CONSTANT CURRENT OF EXCELLENCE

1346 Oakbrook Drive Suite 170A, NORCROSS, GA 30093 | (770) 821-6099 | WWW.CCELECT.COM

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 04/24/2018 10:57:05

BUSINESS INFORMATION

BUSINESS NAME : CAPITAL CITY ELECTRICAL SERVICES, LLC
CONTROL NUMBER : 0604645
BUSINESS TYPE : Domestic Limited Liability Company

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4955 AVALON RIDGE PARKWAY, SUITE 100, NORCROSS, GA, 30071, USA
REGISTERED AGENT NAME : Jeff Forrestall
REGISTERED OFFICE ADDRESS : 5328 Lanier Islands Parkway, Suite 201, Hall, Buford, GA, 30518, USA

OFFICES TO WHICH BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4955 AVALON RIDGE PARKWAY, SUITE 100, NORCROSS, GA, 30071, USA
REGISTERED AGENT NAME : Jeff Forrestall
REGISTERED OFFICE ADDRESS : 5328 Lanier Islands Parkway, Suite 201, Hall, Buford, GA, 30518, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Jenni Eason
AUTHORIZER TITLE : Organizer

Date: 11-8-2016

RECEIVED
SECRETARY OF STATE
INTAKE DIVISION

2016 DEC -6 PM 2:26

ARTICLES OF ORGANIZATION

OF

Capital City Electrical Services, LLC

Under Section 14-11-204 of the Georgia Limited Liability Company Act

1. The name of the limited liability company is Capital City Electrical Services, LLC.
 2. The management of the limited liability company shall be vested in one or more managers.
- Executed this 8th day of November, 2016.

Capital City Electrical Services, Inc.

By: /s/ Jerry G. Wartko
Jerry G. Wartko, Organizer

By: /s/ John T. Rausch
John T. Rausch, Organizer



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	CAPITAL CITY ELECTRICAL SERVICES, LLC	Control Number:	0604645
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	1346 OAKBROOK DRIVE, SUITE 170A, NORCROSS, GA, 30093, USA	Date of Formation / Registration Date:	1/10/2006
State of Formation:	Georgia	Last Annual Registration Year:	2018

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jeff Forrestall**
Physical Address: **5328 Lanier Islands Parkway, Suite 201, Buford, GA, 30518, USA**
County: **Hall**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

CAPITAL CITY ELECTRICAL SERVICES, LLC

a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 14696953
Date Inc/Auth/Filed	: 01/10/2006
Jurisdiction	: Georgia
Print Date	: 06/08/2017
Form Number	: 211



B. P. Kemp

Brian P. Kemp
Secretary of State

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF CONVERSION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that articles of conversion have been filed on 12/6/2016 converting

CAPITAL CITY ELECTRICAL SERVICES, INC.
a Domestic Profit Corporation
to

CAPITAL CITY ELECTRICAL SERVICES, LLC
a Domestic Limited Liability Company

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid.

WITNESS my hand and official seal in the City of
Atlanta and the State of Georgia on 12/08/2016



B. P. Kemp
Brian P. Kemp
Secretary of State

Date: 11-8-2016

**CERTIFICATE OF CONVERSION
OF A CORPORATION
TO A LIMITED LIABILITY COMPANY**

The following corporation hereby elects to convert to a limited liability company pursuant to the provisions of Section 14-11-212 of the Official Code of Georgia Annotated and Section 14-2-1109.1 of the Official Code of Georgia Annotated, as amended, by filing this Certificate of Conversion and the attached articles of organization.

1. The name of the corporation making the election to become a limited liability company is Capital City Electrical Services, Inc., a Georgia corporation.
2. Capital City Electrical Services, Inc., elects to become a Georgia limited liability company under the name: Capital City Electrical Services, LLC.
3. The election by Capital City Electrical Services, Inc. to become a limited liability company shall be effective when this certificate of conversion filed by the Georgia Secretary of State.
4. The election of Capital City Electrical Services, Inc. to become a limited liability company has been approved by the Board of Directors and shareholders of Capital City Electrical Services, Inc. as required by Section 14-2-1109.1 of the Official Code of Georgia Annotated.
5. Filed with this Certificate of Conversion are articles of organization in the form required by Section 14-11-204 of the Official Code of Georgia Annotated, that set forth a name for the limited liability company that satisfies the requirements of Section 14-11-207 of the Official Code of Georgia Annotated, and that shall be the articles of organization of the limited liability company formed pursuant to this election unless or until modified in accordance with the Georgia Limited Liability Company Act.
6. The shareholders of Capital City Electrical Services, Inc. shall receive one membership unit in Capital City Electrical Services, LLC for each share of capital stock of Capital City Electrical Services, Inc. owned by the shareholders.

{Remainder of Page Intentionally Left Blank}

Date: 11-8-2016

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SECRETARY OF STATE
INTAKE DIVISION

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Capital City Electrical Services, Inc.

By: /s/ Jerry G. Wartko

Jerry G. Wartko
CEO

By: /s/ John T. Rausch

John T. Rausch
CFO

By: /s/ Greg L. Green

Greg L. Green
Secretary

By: /s/ Gary E. Haley

Gary E. Haley
Vice President

By: /s/ Michael Hendrickson

Michael Hendrickson
Vice President



Brian P. Kemp
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 858-2817
sos.ga.gov

TRANSMITTAL INFORMATION FORM
GEORGIA LIMITED LIABILITY COMPANY

IMPORTANT: Please provide the entity's primary email address when completing this form.
Primary Email Address: wartkoj@ccelect.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. LLC Name Reservation Number (If one has been obtained; if articles are being filed without prior reservation, leave this line blank.) Capital City Electrical Services, LLC LLC Name (List exactly as it appears in articles.)													
2. Jeff Forrestall, CPA Name of Person Filing Articles of Organization (Certificate will be emailed to this person at address listed below.) 5328 LANIER ISLANDS PARKWAY, STE. 201 BUFORD GA 30518 Address City State Zip Code jeff@forrestallcpas.com 770-945-8328 Filer's Email Address Telephone Number													
3. 4955 AVALON RIDGE PARKWAY Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box.) NORCROSS GA 30071 City State Zip Code													
4. JEFF FORRESTALL, CPA Name of Registered Agent in Georgia 5328 LANIER ISLANDS PARKWAY, STE 201 Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.) BUFORD HALL GA 30518 City County State Zip Code jeff@forrestallcpas.com Registered Agent's Email Address													
5. Name and Address of Each Organizer (Attach additional sheets if necessary.) <table border="1"><tr><td>JERRY G. WARTKO Organizer</td><td>4579 WINGFIELD WAY Address</td><td>FLOWERY BRANCH City</td><td>GA State</td><td>30542 Zip Code</td></tr><tr><td>JOHN T. RAUSCH Organizer</td><td>110 PINE MIST CIRCLE Address</td><td>ALPHARETTA City</td><td>GA State</td><td>30022 Zip Code</td></tr></table>				JERRY G. WARTKO Organizer	4579 WINGFIELD WAY Address	FLOWERY BRANCH City	GA State	30542 Zip Code	JOHN T. RAUSCH Organizer	110 PINE MIST CIRCLE Address	ALPHARETTA City	GA State	30022 Zip Code
JERRY G. WARTKO Organizer	4579 WINGFIELD WAY Address	FLOWERY BRANCH City	GA State	30542 Zip Code									
JOHN T. RAUSCH Organizer	110 PINE MIST CIRCLE Address	ALPHARETTA City	GA State	30022 Zip Code									
6. Mail the following items to the Secretary of State at the above address: 1) This transmittal form; 2) The Articles of Organization; and 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are non-refundable. I understand that the information on this form will be entered in the Secretary of State business entity database, and I certify that the above information is true and correct to the best of my knowledge. Signature of Authorized Person JEFF FORRESTALL, CPA Print name 11-08-2016 Date													

FORM 231
(Rev. 9/2015)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

Licensee Details

Licensee Information

Name: Jerry G Wartko

Address: 4579 Wingfield Way

Flowery Branch GA 30542

Primary Source License Information

Lic #:	EN214809	Profession:	Electrical Contractor	Type:	Electrical Contractor- Non Restricted
Secondary:		Method:	Examination	Status:	Active
Issued:	8/20/2007	Expires:	6/30/2020	Last Renewal Date:	6/7/2018

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 5, 2018 13:52:26

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.



DAILY/WEEKLY TIME & JOB TICKET SUMMARY

Employees Name :
Pay Period :

4955 AVALON RIDGE PKWY., NORCROSS, GA. 30071-5727
P: (770)449-0200 F: (770)670-6839
service@ccelect.com

To:

[illegible]

Total Hours for Week

29

Employee Signature :

Supervisor Signature : _____

AMENDMENT AGREEMENT NO. 9 FOR FC-10398

Citywide Electrical Repair and Maintenance Services



**Andre Dickens
Mayor
City of Atlanta**

**Remy Saintil
Commissioner
Atlanta Department of Transportation**

**Jaideep Majumdar
Chief Procurement Officer
Department of Procurement**

**STATE OF GEORGIA
COUNTY OF FULTON**

**AMENDMENT NO. 9
TO
FC-10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICES**

Service Provider: Capital City Electrical Services, LLC
Address: 1346 Oakbrook Drive, Suite 170A
Marietta, GA 30067
Service Provider Contact: Jim Johnson
404-429-4449
jim.johnson@ccelect.com

This Fourth Amendment ("Amendment No. 9") to FC-10398, Citywide Electrical Repair and Maintenance Services (the "Agreement") is made this 7th day of March, 2023 ("Effective Date") by and between the City of Atlanta ("City"), a Georgia Municipal Corporation, and Capital City Electrical Services, LLC ("Service Provider"). City and Service Provider may be collectively referred to as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, in accordance with Resolution No. 18-R-4160, the City entered into the Agreement for the purpose of electrical repair and maintenance services on behalf of the Department of Enterprise Asset Management ("DEAM"), in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00); and

WHEREAS, the term of the Agreement is three (3) years, effective from December 11, 2018 to December 10, 2021, with two (2) one (1) year renewal options to be exercised at the City's sole discretion; and

WHEREAS, in accordance with Resolution No. 19-R-3175, the City entered into Amendment No. 1 to the Agreement to add Renew Atlanta as an authorized user and to add additional funding in an amount not to exceed Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00); and

WHEREAS, in accordance with Resolution No. 19-R-4920, the City entered into Amendment No. 2 to the Agreement to add additional funding on behalf of Renew Atlanta in an amount not to exceed One Hundred Forty-Three Thousand Dollars and Zero Cents (\$143,000.00); and

WHEREAS, in accordance with Resolution No. 20-R-3641, the City entered into Amendment No. 3 to the Agreement to add additional funding on behalf of Atlanta Police Department and Atlanta Municipal Court in an amount not to exceed One Hundred Forty-Three Thousand Dollars and Zero Cents (\$135,000.00) and administratively correcting all previous legislation to include 18-R-4160, 19-R-3175 and 19-R-4920 changing any references to contract number FC-10389 Citywide Electrical Services, LLC to FC-10398, Citywide Electrical Services; and

WHEREAS, in accordance with Resolution No. 20-R-3927, the City entered into Amendment No. 4 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and

WHEREAS, in accordance with Resolution No. 20-R-4683, the City entered into Amendment No. 5 to the Agreement to the Atlanta Department of Transportation as an authorized user in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); and

WHEREAS, in accordance with Resolution No. 21-R-3826, the City entered into Amendment No. 6 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00); and

WHEREAS, in accordance with Resolution No. 21-R-3921, the City exercised Renewal No. 1 under the Agreement, effective from December 11, 2021 through December 10, 2022, in an amount not to exceed Six Hundred Fifty-Five Thousand Dollars and Zero Cents (\$655,000.00); and

WHEREAS, in accordance with Resolution No. 22-R-3046, the City entered into Amendment No. 7 to the Agreement to add additional funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, in accordance with Resolution No. 22-R-3635, the City entered into Amendment No. 8 to the Agreement to add the Mayor's Office of Cultural Affairs as authorized user in an amount not to exceed One Hundred Seventy Thousand Dollar and Zero Cents (\$170,000.00) and to additional funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed One Hundred Twelve Thousand Seven Hundred Four Dollars and Forty-Seven Cents (\$112,704.47) and to add additional funding on behalf of the Atlanta Department of Transportation in an amount not to exceed One Hundred Sixty-Five Thousand Ninety-Two Dollars and Twenty-Two Cents (\$165,092.22) for a total not to exceed amount of Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Six Dollars and Sixty-Nine Cents; and

WHEREAS, in accordance with Resolution No. 22-R-4686, the City exercised Renewal No. 2 under the Agreement, effective from December 11, 2022 through December 10, 2023, in an amount not to exceed Eight Hundred Twenty Thousand Dollars and Zero Cents (\$820,000.00); and

WHEREAS, the Service Provider has performed satisfactorily over the term of the Agreement; and

WHEREAS, in accordance with Resolution No. 23-R-3015, the Parties desire to further amend the Agreement to add the Department of City Planning as an authorized user in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Authorized User Agency

The Department of City Planning is hereby added as an authorized user of the Agreement and the first sentence on page 1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

This Service Agreement ("Agreement") is entered into and effective as of December 10, 2018 (the "Effective Date") between the City of Atlanta ("City"), on behalf of the Department of Enterprise Asset Management, Atlanta Department of Transportation, Atlanta Police Department, Atlanta Municipal Court, the Department of Watershed Management, the Mayor's Office of Cultural Affairs, the Department of City Planning, and the Service Provider as set forth below.

2. Additional Funding

Section 1 of the Agreement titled "Background" is hereby amended by deleting the first sentence of subsection 1.2 in its entirety and replacing it with the following language:

1.2 The total amount of payments by City under this Agreement shall be increased in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

3. Authorizing Legislation

Exhibit C of the Agreement titled "Authorizing Legislation" is hereby supplemented to include Resolution No. 23-R-3015 attached hereto as Exhibit A and incorporated herein by reference.

4. Insurance and Bonding Requirements

Appendix B of the Agreement entitled "Insurance and Bonding Requirements" is hereby supplemented to add a bond rider to modify the total value of the original payment and performance bond applicable to the Agreement. The referenced bond rider is attached hereto as Exhibit B and incorporated herein by reference.

5. Capitalized Terms

All capitalized terms herein shall have the same meaning ascribed to them under the Agreement, unless expressly defined herein.

6. Effect of Amendment

The Parties shall be bound by and shall perform all services under the Agreement in accordance with the terms, conditions, clauses and stipulations set forth in the Agreement, including all previous amendments, except as expressly amended by this Amendment No. 9.

7. Executed Amendment Binding Upon Delivery

The parties agree that this Amendment No. 9 shall not become binding on City, and City shall incur no liability upon the same, until this Amendment No. 9 has been approved as to form by the City Attorney, executed by the City's duly authorized representative, attested to by the Municipal Clerk, and delivered to the Service Provider.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto by authorized representatives have executed this Amendment No. 9 as of the Effective Date.

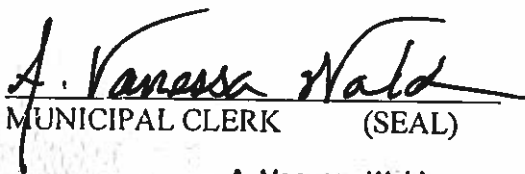
CITY OF ATLANTA:

BY: 
MAYOR

SERVICE PROVIDER:
Capital City Electrical Services, LLC

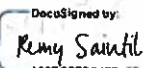
BY: 
NAME (print): Charles Brooks
TITLE: President

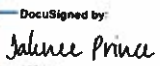
ATTEST:


MUNICIPAL CLERK (SEAL)

A. Vanessa Waldon
Deputy Municipal Clerk

RECOMMENDED:

DocuSigned by:

COMMISSIONER, DEPARTMENT OF
ENTERPRISE ASSET MANAGEMENT

DocuSigned by:

COMMISSIONER, DEPARTMENT OF
CITY PLANNING

RECOMMENDED:

DocuSigned by:

CHIEF PROCUREMENT OFFICER

APPROVED AS TO FORM:

DocuSigned by:

ASSISTANT CITY ATTORNEY

**EXHIBIT A
LEGISLATION**

FC-10398 Citywide Electrical Repair and Maintenance Services --
Amendment No. 9



CITY COUNCIL ATLANTA, GEORGIA

23-R-3015

A RESOLUTION BY FINANCE EXECUTIVE COMMISSION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE THE NINTH AMENDMENT TO AGREEMENT FC10398, CITYWIDE ELECTRICAL REPAIR AND MAINTENANCE SERVICE, WITH CAPITAL CITY ELECTRICAL SERVICES LLC, TO ADD THE DEPARTMENT OF CITY PLANNING AS AN AUTHORIZED USER IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Resolution No. 18-R-4160, the City of Atlanta ("City") entered into FC10398, Citywide Electrical Repair and Maintenance Service ("Agreement") with Capital City Electrical Service, LLC., on behalf of the Department of Enterprise Asset Management, in an amount not to exceed Seven Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$798,000.00); and

WHEREAS, the term of the Agreement was three (3) years, effective December 10, 2018, through December 10, 2021, with two (2), one (1) year renewal options to be exercised at the City's sole discretion; and

WHEREAS, pursuant to Resolution 19-R-3175, adopted by Council on February 18, 2019, and approved as per City Charter Section 2-403 on February 27, 2019, the City entered into Amendment No. 1 to the Agreement to add Renew Atlanta as an authorized user and to add funding in an amount not to exceed Six Hundred Thousand Fifty Dollars and No Cents (\$650,000.00); and

WHEREAS, pursuant to Resolution 19-R-4920, adopted by Council on October 21, 2019, and approved as per City Charter Section 2-403 on October 21, 2019, the City entered into Amendment No. 2 to the Agreement to add additional funding on behalf of Renew Atlanta in an amount of One Hundred Forty-three Thousand Dollars and Zero Cents (\$143,000.00); and

WHEREAS, pursuant to Resolution 20-R-3641 adopted by Council on March 17, 2020, and approved as per City Charter Section 2-403 on March 26, 2020, the City entered into Amendment No. 3 to the Agreement to add additional funding on behalf of the Atlanta Police Department and the Atlanta Municipal Court in an amount not to exceed One Hundred Thirty-five Thousand Dollars and Zero Cents (\$135,000.00) and to administratively correct all previously approved legislation included in Resolutions 18-R-4160, 19-R-3175, and 19-R-4920, changing any references to contract number FC-10389, Citywide Electrical Services, LLC to FC-10398, Citywide Electrical Services, LLC; and

WHEREAS, pursuant to Resolution No. 20-R-3927, adopted by Council on May 18, 2020, and approved as per City Charter Section 2-403 on May 27, 2020, the City entered into Amendment No. 4 to the Agreement to add funding on behalf of the Department of Watershed Management, in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and

WHEREAS, pursuant to Resolution No. 20-R-4683, adopted by Council on December 7, 2020, and approved as per City Charter Section 2-403 on December 16, 2020, the City entered into Amendment No. 5 to the Agreement to add the Atlanta Department of Transportation as an authorized user in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); and

WHEREAS, pursuant to Resolution No. 21-R-3826, adopted by Council on September 7, 2021, and approved as per City Charter Section 2-403 on September 15, 2021, the City entered into Amendment No. 6 to the Agreement to add additional funding on behalf of the Department of Watershed Management in an amount not to exceed One Hundred Twenty-five Thousand Dollars and Zero Cents (\$125,000.00); and

WHEREAS, pursuant to Resolution No. 21-R-3921, adopted by Council on September 20, 2021, and approved as per City Charter Section 2-403 on September 26, 2021, the City exercised its first renewal option to the Agreement on behalf of the Departments of Enterprise Asset Management, the Atlanta Police Corrections, Public Works, and Watershed Management, for a term of one (1) year effective December 11, 2021 through December 10, 2022, in an amount not to exceed Six Hundred Fifty-five Thousand Dollars and Zero Cents (\$655,000.00); and

WHEREAS, pursuant to Resolution No. 22-R-3046, adopted by Council on January 18, 2022, and approved as per City Charter Section 2-403 on January 27, 2022, the City entered into Amendment No. 7 on behalf of the Department of Enterprise Asset Management to add additional funding on behalf of the Atlanta Department of Transportation in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, pursuant to Resolution No. 22-R-3635, adopted by Council on May 16, 2022, and approved as per City Charter Section 2-403 on May 25, 2022, the City entered into Amendment No. 8 to the Agreement to add the Mayor's Office of Cultural Affairs as an authorized user in an amount not to exceed One Hundred Seventy Thousand and Zero Cents (\$170,000.00), and to add funding on behalf of the Department of Enterprise Asset Management in an amount not to exceed One Hundred Twelve Thousand Seven Hundred Four Dollars and Forty-seven Cents (\$112,704.47), and the Atlanta Department of Transportation in an amount not to exceed One Hundred Sixty-five Thousand Ninety-Two Dollars and Twenty-Two Cents (\$165,092.22) for a total amount not to exceed Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Six Dollars and Sixty-Nine Cents (\$447,796.69); and

WHEREAS, the Commissioner of the Department of City Planning desires to enter into the Ninth Amendment to the Agreement with Capital City Electrical Service, LLC., to add the Department of City Planning ("DCP") as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support DCP in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

WHEREAS, the Commissioner of the Department of City Planning and the Chief Procurement Officer each recommend entering into the Ninth Amendment to the Agreement to add the Department of City Planning as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support the department in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute the Ninth Amendment to FC10398, Citywide Electrical Repair and Maintenance Services with Capital City Electrical Services, LLC, to add the Department of City Planning as an authorized user, and to add funding for electrical repair and maintenance service included but not limited to electrical panel repairs and upgrades, lighting installation, identify electrical issues, replace wiring to support the Department of City Planning in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid 1001 (General Fund) 250201 (DCP Director of Buildings) 5212001 (Consultant/Professional) 7210000 (Protective Inspection Administration)-\$40,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, that the Ninth amendment to the Agreement will not become binding on the City and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk and delivered to Capital City Electrical Services, LLC.

A true copy,


A. Vanessa Waldon
Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

JAN 17, 2023
JAN 26, 2023

EXHIBIT B

INSURANCE AND BONDING REQUIREMENTS

PAYMENT AND PERFORMANCE BONDS

Bond No. GM-218875

Payment Bond

"City" City of Atlanta, Georgia

"Project" Citywide Electrical Repair & Maintenance Services, Amendment Agreement No. 9"FC No." 10389

"Principal" (Legal Name and Business Address)

Capital City Electrical Services, LLC.1346 Oakbrook Drive, Suite 170ANorcross, GA 30067

Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Great Midwest Insurance Company800 Gessner, Suite 600Houston, TX 77024

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20____, regarding
performance of Work relative to the Project.

"Penal Sum:" Eight Hundred Twenty Thousand Dollars (\$820,000.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: Capital City Electrical Services, LLC.



President/Vice President (Sign)



President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Great Midwest Insurance Company

By: 

Attorney-in-Fact (Sign)

David C. Eades, Attorney-In-Fact

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

Bond No. GM-218875

Performance Bond

"City" City of Atlanta, Georgia

"Project" Citywide Electrical Repair & Maintenance Services, Amendment Agreement No. 9

"FC No." 10389

"Principal" (Legal Name and Business Address)

Capital City Electrical Services, LLC

1346 Oakbrook Drive, Suite 170A

Norcross, GA 30067

Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Great Midwest Insurance Company

800 Gessner, Suite 600

Houston, TX 77024

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20__, regarding
performance of Work relative to the Project.

"Penal Sum:" Eight Hundred Twenty Thousand Dollars (\$820,000.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

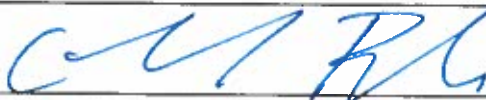
And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any

wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: Capital City Electrical Services, LLC



President/Vice President (Sign)

Charlie Brooks

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Great Midwest Insurance Company

By:



Attorney-in-Fact (Sign)

David C. Eades, Attorney-In-Fact

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

POWER OF ATTORNEY**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
David C. Eades, Carrie J. Key, Avery C. Kenimer

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

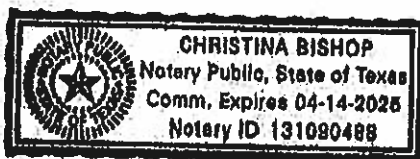
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this _____ Day of _____, 20____.



BY

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Finance Director Monthly Report

ITEM TYPE: Presentation

SUBMITTED: 08/21/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 08/28/2023

DEPARTMENT: Finance

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

Financial Presentation to Mayor and Council.

HISTORY:

The presentation is the monthly financial presentation to the Mayor and Council for FY2022 - FY2023.

FACTS AND ISSUES:

The presentation is the monthly financial presentation to the Mayor and Council for FY2022 - FY2023.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

1. Monthly Financial Report to Council 7.31.23

CITY OF FAIRBURN

FINANCIALS FOR MONTH

ENDED July 31, 2023

AS of August 15, 2023

PRESENTED BY

Bryan Stephens

DIRECTOR OF FINANCE

CITY OF FAIRBURN GENERAL FUND

FINANCIAL HIGHLIGHT

YEAR TO DATE
(YTD) JULY 31, 2023

1. The City of Fairburn's General Fund (GF) concludes its 10th month of 2023 operation with \$7.8M in net cash flow.
2. To date the General Fund has generated \$22.6M in Revenue with \$14,8m in General Fund Expenditures.
3. As of July 31, 2023, the City has collected 94% of its YTD revenues.
4. To date the City has expensed 64% of its budget.
5. Property and Local Option Sales Tax Revenue represents the City's General Fund primary source of operating resources.
 - Real Property Tax represents 46% of GF Revenue
 - L.O.S.T represents 20% of GF Revenue

CITY OF FAIRBURN GENERAL FUND

Statement of Revenues & Expenditures

FOR MONTH
ENDING JULY 31,
2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD REVENUE
Real Property Tax	\$8,122,794	\$10,306,416
Motor Vehicle Tax	\$600,000	\$691,946
Franchise Tax	\$1,400,000	\$1,613,368
Local Option Sales Tax	\$4,680,000	\$4,531,249
Business & Occupation Tax	\$850,000	\$893,566
Other Taxes	\$2,215,500	\$2,262,312
Licenses & Permits	\$589,000	\$366,896
Charges for Services	\$134,000	\$274,885
Fines & Forfeitures	\$800,000	\$609,396
Other Revenues	\$4,685,750	\$1,092,179
TOTAL REVENUES	\$24,182,715	\$22,642,213

CITY OF FAIRBURN GENERAL FUND

Summary of Revenues

FOR MONTH ENDING
JULY 31, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	JULY 2023	YTD REVENUE	% OF YTD REVENUE
Real Property Tax	\$8,122,794	\$16,342	\$10,306,416	126%
Motor Vehicle Tax	\$600,000	\$72,028	\$691,946	115%
Franchise Tax	\$1,400,000	\$73,470	\$1,613,368	115%
Local Option Sales Tax	\$4,680,000	\$440,262	\$4,531,249	96%
Business & Occupation Tax	\$850,000	\$8,376	\$893,566	105%
Other Taxes	\$2,215,500	\$0	\$2,262,312	98%
Licenses & Permits	\$589,000	\$19,094	\$366,896	55%
Charges for Services	\$134,000	\$11,391	\$274,885	205%
Fines & Forfeitures	\$800,000	\$86,142	\$609,396	76%
Other Revenues	\$4,685,750	\$0	\$1,092,179	24%
TOTAL REVENUES	\$24,182,715	\$727,105	\$22,642,213	93%

CITY OF FAIRBURN GENERAL FUND

Statement of Revenues & Expenditures

FOR MONTH
ENDING JULY 31,
2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD EXPENDITURES	% OF BUDGET
Mayor & Council	\$369,037	\$216,259	58%
City Clerk	\$443,191	\$325,110	73%
City Administrator	\$1,631,209	\$1,367,248	89%
Finance	\$1,170,913	\$912,151	79%
Technology	\$627,157	\$448,104	74%
Human Resources	\$538,594	\$403,328	75%
Property Management	\$1,017,471	\$616,602	62%
Court Services	\$883,617	\$481,303	55%
Police	\$5,082,183	\$3,985,948	79%
Fire	\$4,184,920	\$3,090,385	79%
Public Works Administration	\$537,531	\$404,066	75%
Streets	\$1,912,182	\$872,733	55%
Maintenance & Shop	\$242,939	\$151,642	66%
Recreation Programs	\$1,091,288	\$573,645	52%
Inspection & Enforcement	\$505,832	\$339,549	68%
Planning & Zoning	\$496,542	\$319,747	64%
Economic Development	\$374,208	\$198,232	53%
Main Street	\$171,772	\$99,861	53%
Non-Departmental	\$2,902,129	\$0	0%
TOTAL EXPENDITURES	\$24,182,715	\$14,805,913	64%

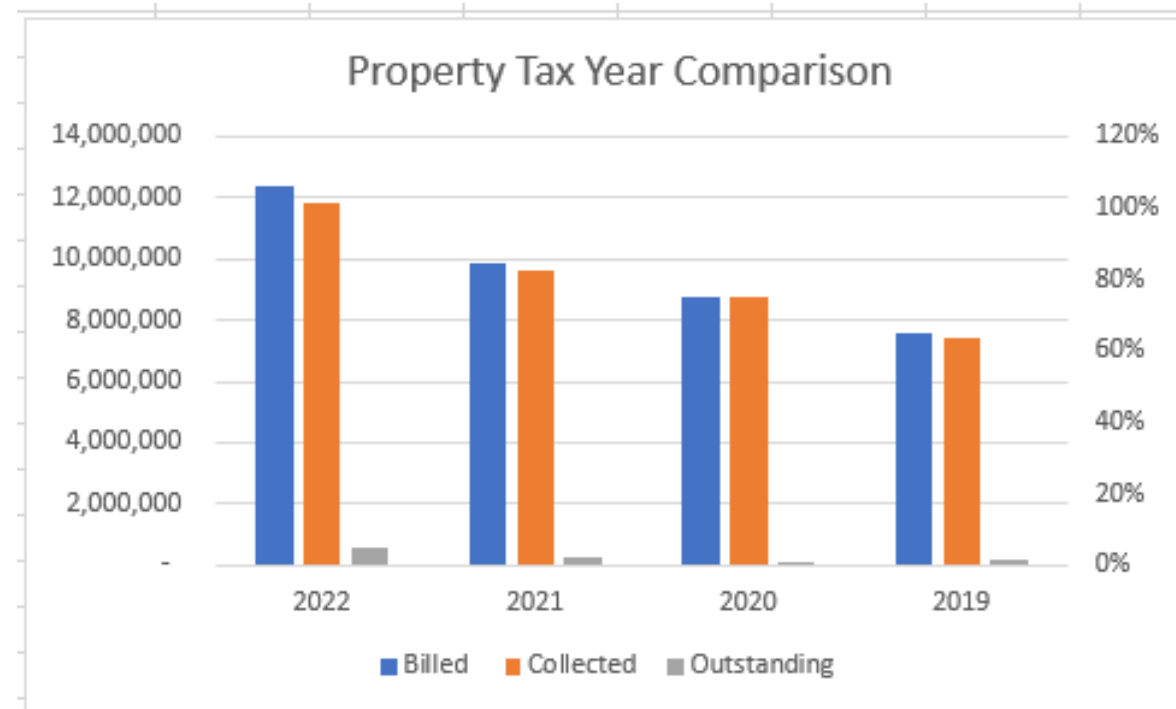
PROPERTY TAX REVENUE

Tax year billing amounts

- ❖ 2022 - \$12,410,555
- ❖ 2021 - \$9,821,364
- ❖ 2020 - \$8,793,791
- ❖ 2019 - \$7,581,072

Tax year collection amounts and rate %

- ❖ 2022 - \$11,955,009 (97%)
- ❖ 2021 - \$9,590,812 (97.65%)
- ❖ 2020 - \$8,736,702 (99.35%)
- ❖ 2019 - \$7,419,372 (97.87%)



CITY OF FAIRBURN ENTERPRISE FUND

FINANCIAL HIGHLIGHT

YEAR TO DATE
(YTD) JULY 31, 2023

1. The City of Fairburn's Enterprise Fund (EF) concludes its 10th month of 2023 operation with roughly \$2.3M in net cash flow.
2. To date the Enterprise Fund has generated \$17.1M in Revenue with \$14.8M in Enterprise Fund Expenditures.
3. As of July 31, 2023, the City has collected 72% of its YTD budgeted revenues.
4. To date the City has expensed 62% of its budget.

CITY OF FAIRBURN ENTERPRISE FUND

Statement of Revenues & Expenditures

FOR MONTH
ENDING JULY 31,
2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD REVENUE
Charges for Services	\$18,503,592	\$17,132,167
Investment Income	\$2,500	\$48,842
Miscellaneous Revenue	\$15,000	\$2,653
Other Financing Sources	\$2,862,040	\$1,063
TOTAL REVENUES	\$21,374,132	\$17,184,725

CITY OF FAIRBURN ENTERPRISE FUND

Summary of Revenues

FOR MONTH ENDING
JULY 31, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	JULY 2023	YTD REVENUE	% OF YTD REVENUE
Charges for Services	\$18,494,592	\$1,938,715	\$17,132,167	93%
Investment Income	\$2,500	\$1,630	\$48,842	1954%
Miscellaneous Revenue	\$15,000	\$0	\$2,653	18%
Other Financing Sources	\$2,862,040	\$0	\$1,063	0%
TOTAL REVENUES	\$21,374,132	\$1,940,345	\$17,184,725	80%

CITY OF FAIRBURN ENTERPRISE FUND

Statement of Revenues & Expenditures

FOR MONTH
ENDING JULY 31,
2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD EXPENDITURES	% OF BUDGET
Water & Sewer	\$8,891,735	\$4,549,773	63%
Stormwater	\$723,592	\$129,206	17%
Water & Sewer Bond	\$330,610	\$60,305	18%
Electric	\$10,530,195	\$9,451,875	91%
Sanitation	\$898,000	\$697,320	70%
TOTAL EXPENDITURES	\$21,374,132	\$14,888,479	70%

QUESTIONS?



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: City Administrator's Monthly Report

ITEM TYPE: Presentation

SUBMITTED: 08/23/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 08/28/2023

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

City Administrator presentation to Mayor and Council.

HISTORY:

This presentation is the monthly administrative report to Mayor and Council for the month of July 2023.

FACTS AND ISSUES:

This presentation is a report on the administrative operations of the City of Fairburn.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

1. CA Monthly Report JULY 2023 (FINAL)



CITY ADMINISTRATOR'S MONTHLY REPORT

JULY 2023

FAIRBURN, GA

AUTHORED BY: TONY M. PHILLIPS, CPM

Greetings Honorable Mayor & City Council Members,

As City Administrator it is my privilege to present a summary of the City's monthly administrative activities for July 2023. From the outset it has been the goal of this administration to consistently improve city operations and service delivery. City Administration, department directors, and city staff work on daily basis to improve departmental operations and service delivery. Continuous improvement is a core organizational value.

We have developed an excellent, professional and experienced city staff that provides high quality services to our residents. The financial foundation of the city is stable and together with sound fiscal management has solidified our budgetary outlook. Our emergent status as one of the state's finest cities to raise a family, retire, recreate, or build a business/career is made possible by a noteworthy assortment of assets, including but not limited to, proximity to the world's busiest airport, access to major interstate and state highways, and a consistently low crime rate.

Transparency is central throughout our city government. We also focus on engagement with our neighborhoods, communities, and local businesses to better understand their needs. Our intention is to support a safe, inclusive, innovative, and economically vibrant city.

This report summarizes activities for July 2023. Fairburn, under the leadership of the Honorable Mayor Mario Avery, continues its "Fairburn Forward" initiative highlighted by our three R's (Refresh, Rebrand, Renew). Please note the operational highlights listed below.

- Recruited McCoy Realty Firm to downtown: Relocated new realty firm within Fairburn's Downtown Historic Commercial District. McCoy Realty Group purchased property located at 101 W. Campbellton Street.
- Third Fridays Summer Music Festival featuring Glenn Jones, Jody Mayfield, and other Jazz and R&B artists, within the downtown Historic Commercial District. Concert showcased arts & entertainment, as well as Fairburn businesses.
- Human Resources and the Employee Engagement Team hosted the National Park & Recreation Professionals Day on July 21, 2023, to celebrate and show appreciation to the City's dedicated professionals in the Parks and Recreation Department
- Hired a new Fire Marshall for the city.
- Summer Camp (Parks & Recreation)– concluded – 8-week summer camp – 274 participants.
- The required Zoning Procedures law update was completed
- Code Enforcement has completed phase 1 of the business renewal compliance initiative
- The required Zoning Procedures law update was completed
- Staff is preparing updates to the modular building regulations and reviewing the Hwy 74 Overlay district regulations
- Code Enforcement has completed phase 1 of the business renewal compliance initiative
- The required Zoning Procedures law update was completed
- Staff is preparing updates to the modular building regulations and reviewing the Hwy 74 Overlay district regulations
- Code Enforcement has completed phase 1 of the business renewal compliance initiative
- Repaired HVAC at Municipal Court building.
- Performed Plumbing repairs at GMC administration building.
- Spatial planning for Classroom Bldg #2 is completed.



CITY CLERK

CITY CLERK BRENDA JAMES

JULY 2023

Department Highlights/Accomplishments:

Received 133 open records request for June – Researched and processed

Collected \$884.62 payments for Open Records in June

Processed incident reports to Travelers Insurance

Processed Mayor and Council Credit Card Request

Processed NLC and other registrations for Mayor and Council

Prepared City Council Meeting Agenda Packets for July 10th and 24th , 2023

Emailed weekly open request reports to City Attorney, Mayor and City Administrator

Prepared City Council Minutes

Signed all Business Licenses

Signed All Alcohol Licenses

Process Per Diem Checks for Council

Process Payment of Invoices

Prepare Election Information for Fulton County

Prepare City Clerk Budget

Attend Retreat for Staff



COMMUNITY DEVELOPMENT

DIRECTOR: LESTER THOMPSON

JULY 2023

Department Highlights/Accomplishments:

The Memorandum of Understanding (MOU) with the Georgia Department Transportation (GDOT) to have GDOT acquire a consultant to complete the Interchange Justification Report (IJR) for a proposed I-85 at Gullatt Road Interchange was approved at the July 24th City Council Meeting.

The estimated amount for the consultant services is \$400,000 and the local match requirement is \$80,000.

An IGA with the South Fulton CID to cover the cost of the local match requirement for the IJR for an amount not to exceed \$100,000 was approved at the July 24th City Council Meeting.

Supplemental Agreement #1 with CSX for Construction Engineering & Inspection (CEI) Services for \$47,853 was approved at the July 24th City Council Meeting.

Participated in the South Fulton CID Board Meeting on July 28th, 2023.

Conducted the State Waters Determination for the Park Road Extension Project on July 31st, 2023.

The City of Fairburn's Local Issuing Authority (LIA) 4th Quarter Report for April 1, 2023, through June 30, 2023, and LIA Semi-Annual Report for January 1, 2023, through June 30, 2023, were submitted to the Georgia Soil & Water Conservation Commission and the Fulton County Soil & Water Conservation District on July 31st, 2023.

Department Updates:

Permit Type	Number Issued
Right-of-Way Encroachment Permits	2
Timber Harvesting Permits	0
Clearing & Grading Permits	0
Land Disturbance Permits (LDPs)	1

Project Status:**Community Development Projects Plans Under Review**

Community Development Projects Plans Under Review			
Project Name	Location	Plan Type	Status
Renaissance at SouthPark Phase V, Water & Sewer	Oakley Industrial Boulevard @ Plantation Road	Site Development Plans	Plans approved 04/11/2023. Awaiting outstanding items prior to preconstruction meeting and LDP.
South Park Building C	Whitewater Place; 7760 Spence Road	Site Development Plans	Revised plans approved 05/11/2023. Reduced Tree Bank contribution required (\$186,850.00).
Nestle Purina Petcare, Roadway and Drainage Improvements	5001 Fayetteville Road	Site Development Plans	Plans approved 05/02/2023. Awaiting unpaid fees and the erosion control bond prior to preconstruction meeting and LDP.
Legend Creek Subdivision	White Mill Road (near Rivertown Road)	Site Development Plans	Revised Site Development Plans approved 03/16/2023. Awaiting outstanding plan review fees before preconstruction meeting and the issuance of a new LDP.
Vickers Point Subdivision	Vickers Road (at the intersection of Beverly Ingram Parkway/ SR 138)	Site Development Plans	Comments on Revision 3 provided on 08/09/2023.

Community Development Projects Under Construction

Project Name	Permit Type	Permit Issuance Date
Home 2 Suites 7776 Ella Lane	Land Disturbance Permit	Site Development Plans approved 07/12/2023. LDP Issued 07/12/2023.
Evergreen Subdivision Elder Street (near Vickers Road & Strickland Street)	Land Disturbance Permit	06/13/2023.
Copart, Inc. – Fairburn 6737 Roosevelt Highway	Land Disturbance Permit	06/12/ 2023.
Bohannon Road Training Center Bohannon Road (City-Owned Property) Land Lease Agreement dated 12/12/2022.	Clearing & Grading Permit	05/31/2023.
Mini Storage Depot at Fairburn 156 Jonesboro Road (near Heath Street & Beverly Engram Parkway)	Land Disturbance Permit	05/31/2023.
Oakmont Bohannon 621 Bohannon Road	Land Disturbance Permit	05/24/2023.

Renaissance Parkway Phase II ~ Sanitary & Stormwater Construction Renaissance Pkwy between Popeye's & Park & Ride	Land Disturbance Permit	02/22/2023
Milam Village, Phase 2 ~ Popeye's 8350 Senoia Road	Land Disturbance Permit	02/06/2023
Ren Park Apartments 7000 Renaissance Parkway	Land Disturbance Permit	11/10/2022
South Park, Building B 1300 Whitewater Place	Land Disturbance Permit	11/08/2022
Package Depot Plaza 7895 Senoia Road	Land Disturbance Permit	04/12/2022
Trillium Reserve Subdivision Off Southside of Fayetteville Road between Edelweiss Drive and Trotters Farm Road	Land Disturbance Permit	The original LDP was issued on 09/29/2021. Permit expired; if work does not begin within six (6) months of the date of issuance, permits automatically expire.
Fern Dale Subdivision Off Virlyn B. Smith Road east of the Georgia Renaissance Festival, across from Victoria Estates	Land Disturbance Permit	03/31/2021
Legend Creek Subdivision Off White Mill Road, near Rivertown Road	Land Disturbance Permit	The original LDP was issued on 10/15/2020. The permit has expired.

Public Works/Capital Improvement Projects Under Design			
Project Name	Design Firm	Current Phase	Proposed Let Date
Operation F.A.C.T – 43 Washington Street Parking Lot CDBG, Fairburn Parking Lot Project	Pond & Company	Right-of-Way Acquisition/Final Design	August 23 rd , 2023 (anticipated)
CDBG, Golightly Rain Garden & Greenspace Project	Pond & Company	Final Design	September 27 th , 2023 (anticipated)
Gullatt Road Full- Depth Reclamation Project	Southeaster n Engineering, Inc.	Preliminary Engineering	October 25 th , 2023 (anticipated)
Park Road Extension/Duncan Park Secondary Access Road	Southeaster n Engineering, Inc.	Preliminary Engineering/Right -of-Way Acquisition	November 8 th , 2023 (anticipated)
Oakley Industrial Boulevard Roadway Extension	Southeaster n Engineering, Inc.	Preliminary Engineering	January 24 th , 2024 (anticipated)

I-85 @ SR 74/Senoia Road Interchange Project (PI#0007841) *	TranSystems Corporation	Right-of-Way Acquisition/Final Design	Management Let Date: June 15 th , 2024
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- ❖ The I-85 @ SR 74/Senoia Road Interchange Project currently has fifty-nine (59) parcels; the preliminary parcel count was fifty (50) parcels. GDOT has closed on (40) parcels; 37 were deeds and 3 were condemnations. Five (5) condemnations are currently pending and three (3) options with their attorney for closing.

Public Works/Capital Improvement Projects Under Construction			
Project Name	Design Firm	Contractor	Notice to Proceed Date (NTP)/Completion Date
Downtown LCI Streetscape (19-005/ PI#0012636)	Stantec	Precision 2000, Inc. (P2K)	July 6 th , 2020/ Substantial Completion Date: April 13 th , 2022 Final Completion: May 22 nd , 2022 (outstanding)

Southeast Broad Street/McLarin Road Pedestrian Improvements Project (23-002)	Pond & Company	The Corbett Group, LLC	May 1 st , 2023/One Hundred and Twenty (120) calendar days.
Virlyn B. Smith Pedestrian Improvements Project (23-003)	Pond & Company	Sol Construction, LLC	May 1 st , 2023/One Hundred and Fifty (150) calendar days.
CDBG, Golightly Street Pedestrian Improvements Project (23-004)	Pond & Company	SD&C, Inc.	May 8 th , 2023/One Hundred and Fifty (150) calendar days.
Roadway Improvements on Various City Roads (23-012)	In-House	Magnum Paving, LLC	July 31 st , 2023

Upcoming Events/Actions/Meetings:

•It is anticipated that a Single Source Agreement with SEI for additional design services associated with the Duncan Park Road Extension Project for \$94,000 will be presented at the August 15th, 2023, City Council Meeting.

The goal is to address feedback received during the right-of-way acquisition process and incorporate proposed Renaissance Festival Roadway Improvements into the Duncan Park Road Extension Project as an Add Alternate.



COURTS

DIRECTOR: LISA BROWNLEE-MACK

JULY 2023

Department Highlights/Accomplishments:

- Completed all scheduled court sessions.
- Responded to Open Records Requests
- Processed Monthly State Funds Report
- Scheduled the Annual Amnesty Month
- Prepared Budget for

Upcoming Events/Actions/Meetings:

- Amnesty Month September 2023
- Preparing Court Calendar for 2024
- ICJE Municipal Court Clerk's Training
- Continue review, revise Court forms, fines and SOP



ECONOMIC DEVELOPMENT

DIRECTOR: SYLVIA ABERNATHY

JULY 2023

• **Department Highlights/Accomplishments :**

- Prepared Economic Development Department's budget and participated in FY 2023-2024 Budget Workshop with City Administrator's Office and Finance Director, providing preliminary proposals for budget hearings.
- Recruited McCoy Realty Firm to downtown: Relocated new realty firm within Fairburn's Downtown Historic Commercial District. McCoy Realty Group purchased property located at 101 W. Campbellton Street.
- Third Fridays Summer Music Festival featuring Glenn Jones, Jody Mayfield, and other Jazz and R&B artists, within the downtown Historic Commercial District. Concert showcased arts & entertainment, as well as Fairburn businesses.

Department Updates:

- **LCI Project Sponsors Orientation**
 - RFP and Contract Agreement Review. July 2023.
 - Submission for Mayor and Council Approval. August/September 2023
- **Small Business Grant Program**
 - Panel review and evaluation. July 2023.
 - RFP scheduled for announcement and release. – May 19th
 - Participated in pre-bid proposal meeting with Procurement Manager, with more than 15 respondents in attendance. – June 8th
- **Vacant Spaces Project with Dash Team – In Process**
 - Art Installation and timeline established.
 - Executed Occupation Agreement for Antique Mall.
- **Citywide Newsletter:** July City Connect Newsletter, Fulton County Arts Grant, Business Spotlight-Life Within Candles, and other events around Fairburn.
- **Town Square Historic Clock**
 - Installation invoice submitted.
 - Pre-construction meeting with Verdin Clock company. -
- **Downtown Development Authority – Tax Abatement for South City Partners, Ren Park Development, Bond for Title Lease. In Process**

- **Resia Project.**
 - Advanced Manufacturing Relocation
 - Submitted Incentives Proposal
 - Working with company regarding workforce training.
- **Downtown Development Authority- 25 SW Broad Street Project.**
 - Ongoing meetings with Developer, Economic Development team, and Buildings Director to approve site development. **Ongoing**
 - Letter of Support from Development Authority. **Completed.**
- **Completed the Monthly Community Activities Report Georgia Main Street/**
Department of Community Affairs (DCA), which includes data on job creation, real estate sales, housing, new construction, rehab, and public improvement projects for Main Street reporting.

Project Status:

- Economic Development Strategic Plan
 - Panel Review - **In Process**
 - Interdepartmental meeting to discuss preparation of RFP.
 - RFP Announcement. – June 9th
- Utility Box Murals – Submitted Draft Call to Arts Advisory Council. – **In Process**
- Adopt-A-Planter Program – submitted a proposal for the implementation of the program. **In Process**
- Façade Grant Program – **In Process**
 - Receiving Applications.
 - Reviewing with consultants, options to establish technical design support options and a downtown look-book guide beautification process.
- Downtown Catalytic Site Development:
 - Review of potential Catalytic Site in downtown Fairburn, Off Broad. **-Ongoing**
 - Redevelopment of downtown parcels. Business Development and Activation: Ongoing discussions with business and property-owner stakeholders.

Upcoming Events/Actions/Meetings:

- Development Authority (DA) Meeting – June 28th @ 6:00 pm
- Participated in Active Shooter Training with Fairburn Police Department Chief, regarding strategies for handling high risk scenarios and responses.
- Main Street Board Meeting -TBD
- **2023 Third Fridays on Main Street Concert Series**
 - July 21st – *Summer Music Festival*
 - August 18th- *Evening with the Stars*
 - September 15th- *Hispanic Heritage Festival*
 - October 20th- *Harvest Festival*



FINANCE

DIRECTOR: BRYAN STEPHENS

JULY 2023

Department Updates: Daily Operations

- Business Licenses
 - New Licenses: 3
 - Renewals: 10
 - Outstanding/Pending Unpaid: 100 (effective 1/2021 to current)-
- New services
 - Electric: 30
 - Water: 54
 - Garbage: 52

Personal Property Tax

- Collected: \$3,954,104
- Outstanding: \$102,266

Real Property Tax

- Collected: \$7,865,862
- Outstanding: \$165,712

Public Utility Tax

- Collected: \$147,785
- Outstanding: \$186,670

Project Status:

New credit card vendor (Paymentus) weekly meetings ongoing. All payment portals have been tested/confirmed. Vendor will be working with customer service on communication materials. Currently 13 RFPs out for bid or being evaluated.

Upcoming Events/Actions/Meetings:

- a. FY2024 Budget meetings August 16-17, 2023
- b. FY2024 Budget and Millage Hearings
- c. FY2024 Budget Amendment



FIRE

CHIEF CORNELIUS ROBINSON

JULY 2023

Department Highlights/Accomplishments:

- Meeting with the Governor's Office of Highway Safety Partnership
- South Fulton Leadership Development Class
- Meeting with Randle Brackett to go over specification on Q-unit 21
- Recruits Finished Final Exam at State Fire Academy
- Community event on Durhams Lake
- 8 Car Seat Installations
- New Engine for Station 21
- Ten 8 New Engine training
- We Ran 185 calls

Department Updates:

- New Fire Marshal
- Recruits being put on shift

HUMAN RESOURCES



HUMAN RESOURCES

DIRECTOR: TALISHA CHAMPAGNE July 2023

Department Highlights/Accomplishments:

- On behalf of City Administration, Human Resources, and the Employee Engagement Team, recognized **National Park & Recreation Month** city-wide. The theme for July 2023 is “**Where Community Grows**” which was chosen to celebrate the vital role that park and recreation professionals play in bringing people together, providing essential services and fostering the growth of our communities.



Human Resources and the Employee Engagement Team hosted the **National Park & Recreation Professionals Day** on **July 21, 2023**, to celebrate and show appreciation to the City’s dedicated professionals in the Parks and Recreation Department.



- In partnership with City Administration and Police, implemented a new Public Safety [Police] Salary schedule which increased by 12.5%. This increase reflected the City’s support to recruit and retain qualified public safety personnel and to ensure competitive pay practices.

Department Updates:

- City's Hiring & Turnover stats for July 2023:
 - New Hires – One (1) employee(s)
 - Separations – Three (3) employees

The City implemented a hiring incentive for hard-to-fill positions in the Streets Department and the Parks & Recreation Department.

Upcoming Events/Actions/Meetings:

- On behalf of City Administration, Human Resources, and the Employee Engagement Team, the following national events will be recognized city-wide:
 - **Publics Safety Salary Meetings Held:**
 - August 2, 2023 (7:00am – 7:00pm)
 - August 3, 2023 (8:00am – 4:00pm)
 - **Economic Development Development– August 2023**
This is a day to celebrate and show appreciation to the City's dedicated professionals in the Economic Development Department.
 - **Planning & Zoning Dept Recognition– August 2023**
This is a day to celebrate and show appreciation to the City's dedicated professionals in the Planning & Zoning Department.



Information Technology

Manager: Charles Johnson

July 2023

Department Highlights:

- IT Manager
 - KnowBe4 training
 - KnowBe4 reporting issues
 - Phishing/spam issues
 - Ordering IT equipment
 - iWorQ incident requests
 - Netwrix Auditor Training
 - Annual Insurance Renewal Information
 - Weekly VC3 updates
 - Begin VC3 separation process
 - Relocation of 2 wifi access points in city hall
 - Main server room clean up
 - iWorQ Training Session and Follow-Up Email
 - Meeting to Discuss Existing Online Payment Solution Used for Recreation
 - Electronic Application for Economic Development On the Website
 - Missing files on the COF servers and backups issue (HR)
 - Addressed AV system issue(s) – Mr. Butterfield
 - VC3 onsite request for key fob issue working with COF and EE Armored
 - iWorQ new users
 - Working with Finance to standardize user permissions in Incode
 - Desk phones configurations and issues
 - VC3 log in credentials issue
 - Obtained Cisco Meraki trial equipment
 - GCIC training

Department Highlights:

- IT Manager
 - Fairburn Paymentus/Incode integration
 - GMIS International conference registration
 - Ricoh MSP replacement
 - Utilities modular building IT set up, wifi, and printer
 - Garret Anderson FRSecure.com (Lisa @ TelcoWiz)
 - Open records requests
 - Desk phone records request from HR
 - EDR coverage questions for cyber security insurance
 - Comcast projects
 - External AP
 - COF IT 'Help Us Help You' campaign
 - Intercom system
 - Provided COF printers information to Purchasing
 - July Incode monthly updates
 - Toner ink issue requests issue
 - Mass Citizen Notifications
 - Paycom help with HR
 - *REVISED* Ricoh MFP Replacement P&Z Office
 - KnowBe4 errors issue concerning permissions
 - Provided City Administrator access to the cameras
 - Harris/NS data retrieval
 - Provided Fax lines for PD
 - HikVision access
 - Signed Encompass as our new MSP
 - Reviewed Grant support program
 - Approved Cable Identification and Switches Quote
 - Data mapping meeting
 - VC3 agent removal
 - Encompass agent install
 - Begin COF website transition

Department Highlights - continued:

- IT Support Technician
 - Created email group for meter readers
 - Assisted Utilities users
 - Reset ZAC passwords for users
 - Installed new caller ID on phones for new hires
 - Installed software needed by users
 - Set up workstations, monitors etc...
 - Organized appt with Beyond Surplus to collect old IT equipment
 - Mapped Printers
 - Repaired Microsoft Outlook and Teams issues for users
 - Map Drives for users to connect certain folders and documents
 - Collected MiFi Jetpacks from users
 - Removed Hotspot from certain phones
 - Reset Windows password
 - Issued Adobe License and O365 License
 - Set up iPhones and Androids for users/ Reset phones and create iCloud acct.
 - Assisted council members with different IT issues...iPad/KnowBe4/Stylus
 - Entered new laptops onto city domain
 - Building invites to begin the IT Help Us Help You class
 - Connected back up battery for user/ disconnected and reconnected everything
 - Received training on Ubiquiti Access Points



PARKS & RECREATION

DIRECTOR: CHAPIN SCOTT

JULY 2023

Department Highlights/Accomplishments:

- Bride Summer Camp (Parks & Recreation)– concluded – 8-week summer camp – 274 participants.
- Duncan Park Pool & Splash Pad– July: 3,889 visitors
- Water Aerobic- July: 260 participants
- Sensational Seniors – Field Trip: Sweet Auburn Tour – 25 participants
- Duncan Park Football Field - Fence Repair
- Fairburn Farmers Market
- Boot Camp at the Market – July 7th
- Jazz @ the Market – July 28th
- Back-to-School Splash – July 29th – 30th
- Parks Master Plan – Staff and City Official interviews
- Weekly Youth programs: Youth Football
- Weekly Senior programs – Walking Club, Chair Aerobics, Line Dancing, Water Aerobics

Department Updates:

- Duncan Park Pool & Splash Pad – Moving to weekends only starting August 4th.
- Girls Guide – Girls Mentoring Program September 4th – October 9th
- Park Master Plan –
- Sterring Committee organizing.
- Kick Off Community Engagement Event – tentative September 7th
- Youth Football 2023 – Registration Full
- Youth Cheer 2023 – Registration opened.
- Seasonal Weekly Programs:
- Water Aerobics – Tuesday & Thursday @9AM
- Sensational Seniors Weekly Programs –
- Line Dancing
- Chair Aerobics
- Crochet Class

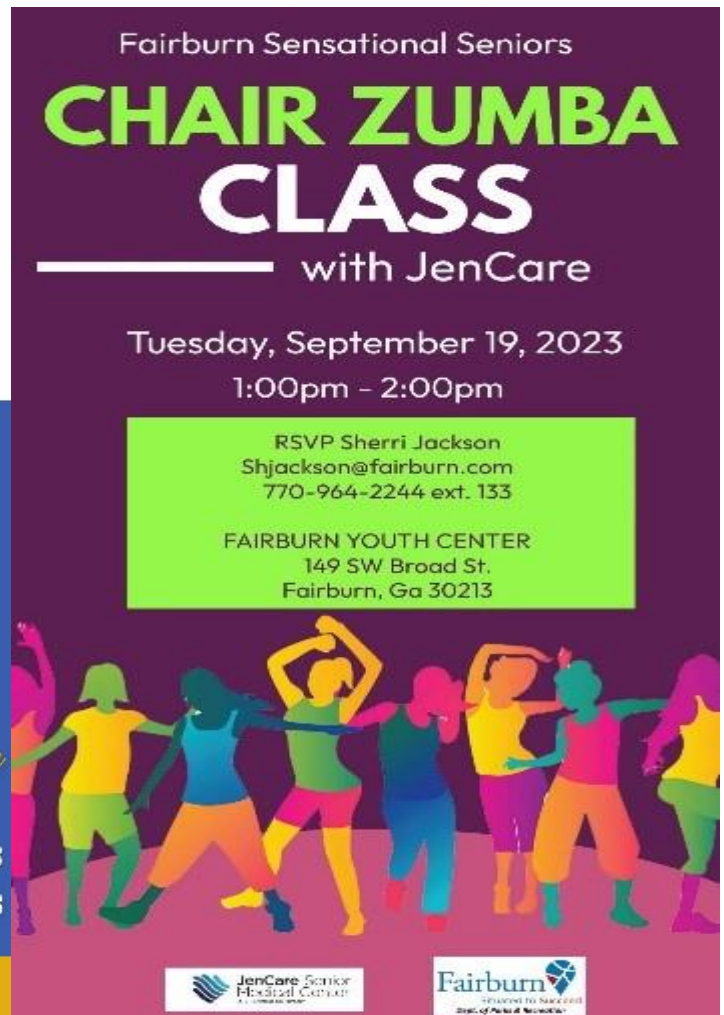
Project Status:

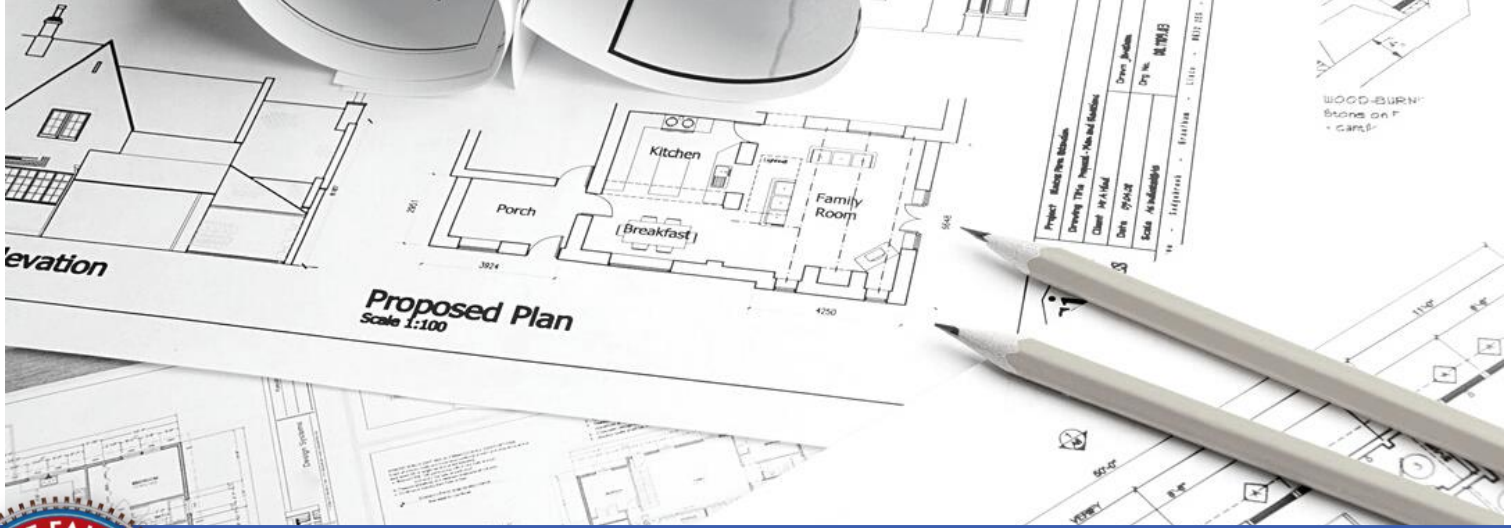
- Parks Master Plan – Kick Off Meeting – compete.
- Duncan Park Pool & Splash Pad repairs – complete
- Master Event Calendar – Complete
- Youth Center HVAC installation –Complete and repaired
- Duncan Park entrance gate repair – Complete
- Outdoor basketball court fence repair – Compete.
- Football Field fence repair – Complete
- Youth Center access control – Complete
- Installation of (2) additional cameras at Duncan Park – in process
- Tennis Court net replacement – complete
- Hiring: Athletic Coordinator- on-going

Upcoming Events/Actions/Meetings:

- August 4th – Movie Night at the Park & Ride
- August 16th - Sensational Seniors – Jewelry Making
- August 18th – Sensational Seniors -Flower arrangements
- September 19th – Sensational Seniors – Chair Zumba

Marketing Materials:





PLANNING & ZONING

DIRECTOR: DENISE BROOKINS

JULY 2023

Department Highlights/Accomplishments:

- The required Zoning Procedures law update was completed
- Staff is preparing updates to the modular building regulations and reviewing the Hwy 74 Overlay district regulations
- Code Enforcement has completed phase 1 of the business renewal compliance initiative
- Staff members attended the Conference of Minority Transportation Official regional update meeting

Boards & Commissions Planning Meetings

- The July Planning and Zoning Commission meeting included three agenda items.

Approved Plans and Plats:

- Living Word- Concept Plan and Elevations Review – July 11, 2023
- PVI Fairburn Office - August 1, 2023

Upcoming Meetings :

There is a Planning and Zoning commission meeting schedule for September 5, 2023

Upcoming Plans/Rezoning/Use Permit/Variance Petitions:

- Durham Lakes – Rezoning Request: PD-02 to PD (Commercial to Residential/Townhomes)
 - Mayor and City Council Public Hearing is scheduled for August 14, 2023
 - The applicant requested council table the item until September to prepare updates
- Swing Mini Golf Course – Use Permit –Food Trucks
 - Planning and Zoning Commission Meeting is scheduled for September 11, 2023
- Azalea Dr – Primary variance request to reduce required buffers
 - Board of Appeals Meeting has been rescheduled August 23, 2023

Proposed Text Amendments:

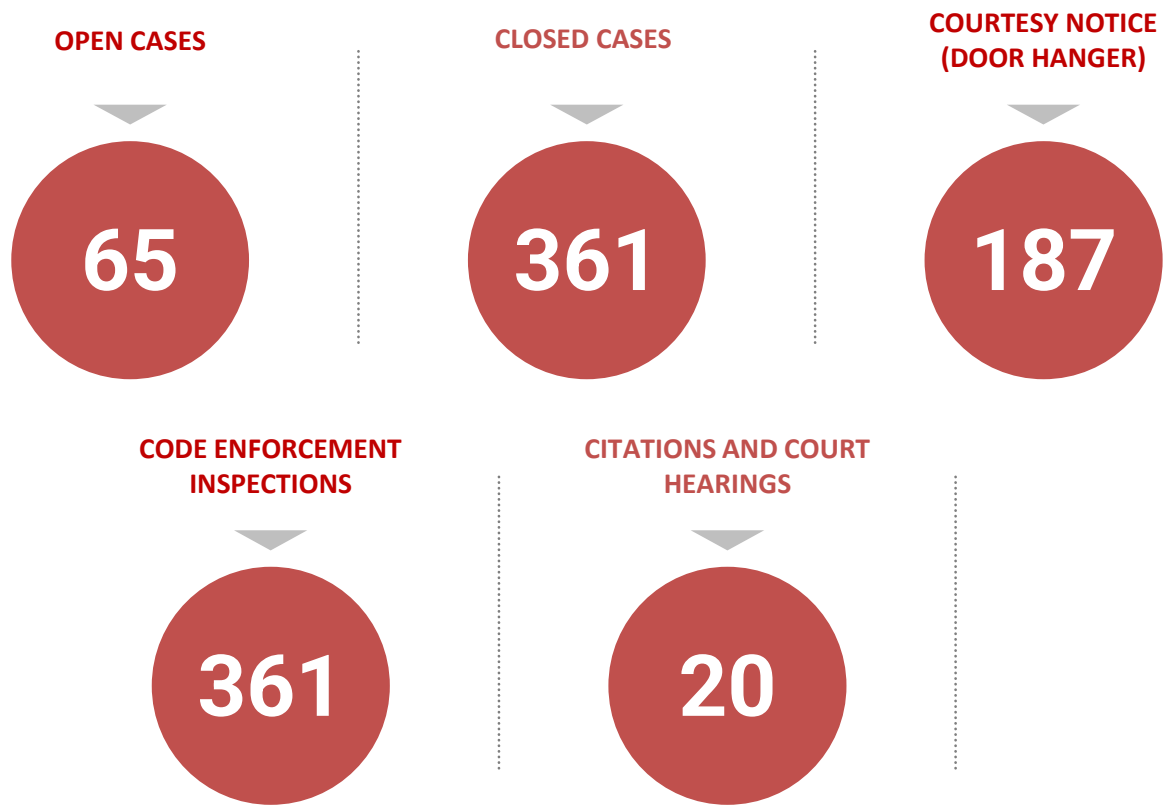
- Add liquor stores to the list of prohibited uses within the Highway 74 Overlay District
- Revise the text for prohibited tire treading and recapping uses to add tire repair shops and add a separation distance requirement for automobile repair shops (to include oil change, body repair, and tire repair shops)
- Conceptual Plat expiration period
- Electric Vehicle Requirements
- Add regulations for patios and uncovered decks to encroach in the required setbacks.
- Film Permit Policy requires additional updates to cover any request to rent public facilities.

Planning, Compliance, and Building Fast Facts

Building Permits Summary



New Permits:
Staff received an increase in roof replacement permits.



Top Issues





POLICE

CHIEF ANTHONY BAZYDLO

JULY 2023

Department Highlights/Accomplishments

- Planning police response for upcoming concert 8/18
- Planning for Fall Festival & parade
- Department photo at 7 AM
- National Faith and Blue Weekend presentation from chaplains immediately following parade
- First of new vehicles expected to hit the road by 8/18
- Early stages of Shop with a Cop preparation
- Future
- Work towards organizing a 501c3 for donations



Fairburn Police Department

Anthony Bazydlo

Chief of Police

Executive Summary July 2023



- **Uniform Patrol Division**

○ Total Calls Answered:	721
▪ Self-Initiated	1,273
○ Arrests	39
○ Arrest – Released	21
○ Citations	359
○ Warnings	800
○ Incident Reports	342
○ Accident Reports	64

- **Special Ops**

○ Total Calls Answered:	14
▪ Self-Initiated	92
○ Arrests	3
○ Arrest – Released	0
○ Citations	45
○ Warnings	61
○ Incident Reports	19
○ Accident Reports	1

- **Criminal Inv. Division – July**

○ Cases Assigned	35
○ Ex-Cleared	4
○ Cleared by Arrest	3
○ Unfounded	1
○ Inactivated	12

- **CID – Cases Prior to July**

○ Carry Over	181
○ Ex-Cleared	9
○ Cleared by Arrest	4
○ Unfounded	2
○ Inactivated	22

- **Internal Affairs**

○ 5 vacancies	
○ 1 military leave	
○ 4 medical leave	
○ 1 parental leave	

Police

July 2021

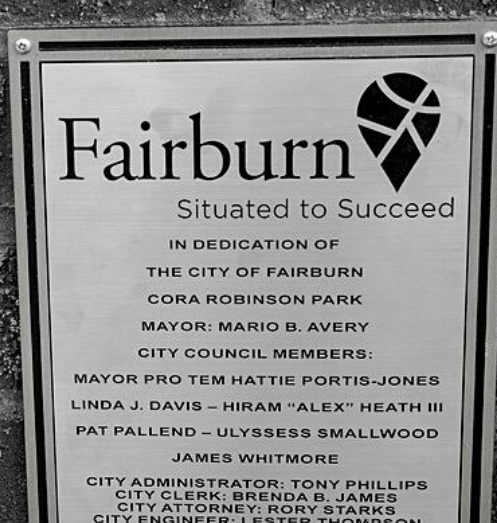
• Citations	661
• Warnings	1,242
• Arrests	22
• A/R	47

July 2022

• Citations	720
• Warnings	974
• Arrests	33
• A/R	70

July 2023

• Citations	359
• Warnings	800
• Arrests	39
• A/R	21



Building Operations

DIRECTOR: Dana Smith

JULY 2023

Department Highlights/Accomplishments:

- Old Campbell Courthouse post fire Asbestos abatement and debris removal is completed. Post abatement and debris removal walkthrough with insurance company has taken place. Waiting for further evaluation information the insurance company.
- Repaired HVAC at Municipal Court building.
- Performed Plumbing repairs at GMC administration building.
- Spatial planning for Classroom Bldg #2 is completed.
- On-Call/Preferred Maintenance Contractors RFPs published for Mechanical, Electrical, Plumbing and Roofing.
- Completed Balcony upgrades at Frankie Arnold Stage.
- Replaced HVAC system at Youth/Recreation Center.

Department Updates:

- Project Status:
 - Fire Station # 23 design by POH is in progress, the Construction phase documents are nearly complete, and scheduled to be ready next month.
 - Network expansion at Classroom bldg. #2 and the temporary Fire Station are in progress.
 - Carpet replacement of Classroom bldg. #2 installation is completed.
 - Temporary Fire Station water service in permit review.
 - Pricing solicitation for backup generators Utilities and Fire HQ/FS#22/Youth Center buildings is in progress.
 - Completed Phase 2 of electrical work at Temp Fire Station.
 - Design for Temp Fire Station landscaping is in progress.

Upcoming Events/Actions/Meetings:

- Continue Publish RFPs for on Call/Preferred Maintenance Contractor services.
- Assess emergency power and generator connections at Police HQ.



STREETS

DIRECTOR: GALE HIGGS

JULY 2023

Department Highlights/Accomplishments:

- 1 New Employee Hired
- 5 Employees Received Flagger Certification

Department Updates:

- Pothole Repairs on Multiple City Streets
- Shadow Creek Sidewalk Repaired
- Hill Pine Sidewalk Repaired
- HR Parking Lot Re-Paved
- Sewer / Gutter / Drain Cleanouts Throughout City
- Sign Replacements in Multiple Areas
- Tree Canopy Cutbacks Throughout the City
- Litter Cleanup Throughout The City

Project Status: Pending

- John Rivers Rd Asphalt Repair
- Sump Pump Upgrade
- Spence Rd Sidewalk Repair

Upcoming Events/Actions/Meetings:

- 3rd Fridays Concert
- Defensive Driving Training
- Heavy Equipment Training



UTILITIES

DIRECTOR: JOHN MARTIN

JULY 2023

Department Highlights/Accomplishments:

- Bi-Weekly Meeting with the Assistant City Administrator (July 5th)
- Utilities Department Weekly Leadership Meeting (Every Monday)
- Microsoft Teams Meeting: Fairburn Utilities Monthly Progress Meeting (July 6th)
- Zoom Meeting: Stormwater Proposal review-iWorq (July 3rd)
- Attended Tyler ERP Pro Users Group Meeting-Lawrenceville, GA (July 13th)
- National Night Out Meeting (Fairburn Park & Ride)-(July 13th)
- Zoom Meeting: SwiftComply Weekly Meet (July 14th)
- Microsoft Teams Meeting: GMEN (Utility Assistance Proposal) (July 7th)
- Preproposal Conference-Sanitation (July 6th)
- Microsoft Teams Meeting: Green Communities (July 5th)
- Christmas Decorations Meeting with Assistant City Administrator (July 13th)
- Conducted Internal Interviews for Utility Maintenance Worker I & II (July 18th)
- Microsoft Teams Meeting: Monthly Incode Update (July 20th)
- FY24 Utilities Budget Meeting: Council Chambers (July 20th)
- Internal Interview candidates selected: Utility Maintenance Worker III- Emerson Chambers/Utility Maintenance Worker II-Anthony Harris (July 18th)
- FY24 Public Works Budget Meeting: Council Chambers (July 21st)
- Microsoft Teams Meeting: Fairburn MEAG bill (July 25th)
- National Night Out Plans (July 26th)
- Progression on updating lighting ordinance (July 30th)
- Requested Audit of City of Atlanta Water bill balance (July 31st)
- Site visit and investigation for sewer issue at 5718 Radford Loop (July 28th)
- Microsoft Teams Meeting: PCA Discussion for City of Fairburn (July 24th)
- Microsoft Teams Meeting: Truck Update (July 25th)
- Microsoft Teams Meeting: Harris Support-Data Storage (July 28th)
- Microsoft Teams Meeting: Submitted City of Fairburn Water Progress Report for Middle Chattahoochee Authority to Laura Benz (July 26st)
- Completed KnowBe4 Security Awareness Training (July 23rd)

- Sewer Easement between 256 and 266 Malone Circle cleared of heavy vegetation (July 14th)
- Received Letter of Recognition from United States Congressman for Georgia's 13th District, David Scott to the Utilities Department (July 6th)
- Microsoft Teams Meeting: ServLine/Service Line Programs (July 18th)
- Zoom meeting: iWorQ quote for Stormwater Management Software (July 24th)
- Microsoft Teams Meeting: Review meeting with Fairburn and HomeServe (July 25th)

Customer Service/Meter Reading:

Meetings:

- Meeting held with the Assistant City Administrator's Office, Finance Director, Utilities Director, and ECG Team (Sarah), regarding the PCA (Power Cost Adjustment) review.
- Meeting held with the City Administrator, Finance Director, Utilities Director and MEAG Power team to discuss invoice modifications for revenue shortage and PCA discussions.
- Meeting held with City Administrator's Office, Finance Director, Utilities Director and GMEN, regarding the Utility Assistance Proposal.
- Paymentus Status Meeting; to discuss accomplishments, review, and next steps in the implementation, held with the Finance & Utility team(s).
- Annual Budget Meeting with City Administrator's Office, Finance, Human Resources, and entire Utilities Leadership Team.
- Meeting held with Northstar Solutions representative and IT Manager to discuss the city's data storage options.
- Meeting held with Paymentus Marketing Team to discuss marketing ideas and resources prior to live implementation.

Training:

- Staff completed the "2023 KnowBe4 Security Awareness Training".
- (2) Meter Readers were sent to the "Meterman Certification Class 8A" with Electric Cities of Georgia, in Newnan, GA.

Tasks:

- Completed **5** budget reclassification forms for upcoming fiscal year.
- Analyzed data log information for the newly installed water meters at the referenced locations: 1 STRANDHILL,
- Approved daily time sheets for Utilities Administrative Staff (Customer Service, Billing & Meter Reading Teams).
- Updated "Master Count List" for meter reader manual sheets for June 2023.
- Assisted the Billing Team with meter read inputs, edits, and billing process for June 2023.
- Submitted daily troubleshooting matters to IT Support through iWorq web portal.
- Created an invoice tracker for fiscal year 2023-2024.
- Submitted monthly report for June 2023.
- Worked closely with GFL Leadership Team to rectify escalated service issues and retrieve an active list of all recycle customers.
- Worked closely with FACAA (Ms. Teresa Pearsall) to provide information on customers that are eligible for utility assistance through the agency.
- Sent out emails to seriously delinquent customers, to settle past due balances.

Billing Information:

Utility Bill Count: **7,148** (TOTAL), **6,568** (MAILED)

- **2,198** Penalties were posted this month: totaling **\$63,288.93**.
 - **336 work order requests** (**237**– Meter Readers, **60**– Water Team, **19** – Electric, **8**– Unassigned, **12**– Billing) were completed for the month of July 2023.
 - **15** service disconnections were issued and completed.
- Meter Reading & Water Staff collected **1,089** visual electric/water reads for billing.

Electric:

- Continued right of way reclamation project/Meeting with Director for budget FY2024/Met with ECG P.E. Bryan Jaynes to confirm that all generator sizing is correct for sites chosen by Dana Smith City Property Director/ (July 5th)
- Met with Director FY2024 budget/Continued right of way rehabilitation/Preparing Gov Deals equipment agenda for Tyra Little in procurement/Phone conference with Nick Foshee of ECG on pole survey estimates for kickoff of project/ (July 6th)
- Complete safety testing of all high voltage protective rubber goods, hot stick and hotline hoist certification from Irby/Fleet maintenance/bushhogging at various right of way locations throughout the city/ (July 7th)
- Right of way reclamation on Cemetery Road/Line drop for danger tree removal on Rivertown Road/ (July 10th.)
- Right of way reclamation on Senoia Road cleared 6 primary pole spans/Matthew Cole attending ECG Supervisory class at Newnan /Bush hog maintenance on tractor/(July 11th)
- Matthew Cole ECG class continues at Newnan/Kudzu patrol removal at Pinehurst Drive/Climbed backyard pole on Pinehurst for downed line and replacement of security light/ (July 12th)
- Matthew Cole ECG class Continues/Renewed 3 phase riser pole on Church Street, replaced all support elements of transformer bank including switches, lightning arrestors and support arm/ Also re-sagged primary and neutral down Church Street (/July 13th)
- Matthew Cole ECG Forman class complete/8 revenue poles scheduled for replacement through ECG urgent request on Fairview Street for Comcast Cable, survey of scope of work completed/ Fleet maintenance/(July 14th)
- Budget meeting with Director/Set a 30-foot pole at Temple Church on Senoia Road, added 2- 230-watt security lights for new parking area from right of way/Retired a 45-foot AT&T transferred pole on Howell Avenue/Secured meeting with Curtis Camp Staking Engineer for Coweta Fayette EMC at the Park and ride 8100 Senoia Road for upcoming event/Met with Dana Smith Property Director to discuss generator power for Fulton County Stage/(July 17th)
- Budget meeting with Director/Meeting with possible contractors for installation of time critical 8 pole revenue upgrade on Fairview Drive/Meeting with E.L. Mitchell Tree contractor for removal of trees in right of way on Fairview Drive/Meeting with Curtis Camp of Coweta Fayette EMC/Meeting with Dana Smith in Union City to survey Fulton County stage /(July 18th)
- Budget meeting with Director /Contractor meeting with Matthew Cole for urgent AT&T pole replacement on Fairview Street/Tree contractor E.L. Mitchell to remove oak trees in right of way for pole replacement on Fairview Street/Met with vendors for Park and ride for car show on Saturday / (July 19th)

- Budget Meeting at City Hall (9:00 to 5:00) Meeting with contractors for Fairview pole replacement/Replaced two overhead transformers in Tall Deer neighborhood/Replaced one overhead transformer at Shannon Chase subdivision, replacement of antiquated CSP transformers complete in Shannon Chase Subdivision/ (July 20th)
- Budget meeting at City Hall with Director John Martin, Lester Thompson, City Manager, Assistant City Manager, Finance Director 9:00 to 11:30/Placed temporary power for Friday concert for Sylvia Abernathy/ Fleet maintenance/ (July 21st)
- Prepping four 50-foot primary replacement poles for installation at Fairview Street/Leadership meeting with utilities management team/called locates in for pole replacement on Fairview Street/ Lineman Gilbert Speck turned in his resignation today effective July 26th / (July 24th.)
- Meeting with Director 9:00 am/ Repaired downed neutral wire at Landmark Christian school at Malone St./Meeting with Blake Bell at Google for planned outage August 6th for maintenance at their plant//Received quote from Pro Source contractors for Fairview Street 4 pole replacement, the quote was 43,100.00/ Received quote from Over and Under for the Fairview Pole replacement at 33,000 Received quote from UTEC for Fairview pole replacement at 24,000 forwarded to Director to give to Procurement Manager Tyra Little/(July 25th)
- Meeting with Director about Ferndale Subdivision and Budget/Framed 4 primary poles and dug 4 holes on Fairview for primary pole installation/Met with Richard Ferry of Ferndale subdivision to discuss Street light installation Meeting at Park and Ride for upcoming event/Received turn in of all issued equipment and uniforms from Gilbert Speck/ (July 26th)
- Meeting with Director and management team/Met with Jada Berry for Friday band event power at Frankie Arnold Stage/Spot dug gas lines on Fairview for pole installation to prevent accidental damage/Meeting with water department for temporary equipment usage/ (July 27th)
- Attended memorial for Officer Astree/ Still no word on bid from procurement /Set 2 primary poles on Fairview Street/Fleet maintenance/Replaced 2 mainline switches at Word Street/Removed temporary panel from stage (July 28th)
- Meeting with leadership/Framed 2 more primary poles for Fairview Street and installed them/Meeting with customer and the Director on Radford loop/ Received word from Procurement Manager Tyra Little UTEC was awarded the Fairview bid/Crafted FY2023 capital improvement goal report/(July 31st)

Water/Sewer:

Crew Totals

Low pressure: **3**

Meter Maintenance: **85**

Sewer Back ups: **5**

Change out water meters: **3**

Re-Reads: **2**

Raise Meter box: **1**

Hydrant Flush: **3**

New meter installs: **23**

Check for Leaks: **11**

Water Meter Locates: **1**

Meter Maintenance: **52**

Totals: **189**

STORMWATER:

- Identifying and inspecting of damaged storm drains

Contractor Projects: 1

800 Tall Deer (Storm Drain Repair)

FOG (Fats, Oils, & Grease):

- Identifying all commercial & EXEMPT FOG customers- (In progress)
- (3) FOG permits issued
- FOG collections amount: \$5,962.50

Department Updates:

- Backflow/Cross Connection Program-Software training (*In progress*)

Project Status:

- Lift Station Project-Pumps ready. Start date: 07/31/2023
- Upgrade Power Grid (Elder & Poplar)- (*In Procurement*)
- 4076 & 4080 Castle Way-Storm Drain Easement Rehabilitation
- Water Meter Exchange-1372 accounts changed out (*completed*)
- 2021 Storm Drain Lining Project (*completed*)

Upcoming Events/Actions/Meetings:

- Upgrade Power Grid (Elder & Poplar) FY23
- Overhead to Underground Power Installation (Rivertown Road) FY24
- Implementation of the FOG software (*Completed*)
- Review meter details for new developments and renovations- (*In progress*)
- Electric Ordinance revised (*In progress*)